

General Terms & Conditions

1. SELLER'S IDENTIFICATION

Lagardère Travel Retail Belgium NV/SA, with registered office at Vliegveld 132 a, 1820 Steenokkerzeel registered in the Belgian Company Register with number 0424.748.350 (hereafter "Seller").

2. GENERAL

2.1 The present General Terms & Conditions of Sale (hereafter the "Conditions"), together with the documents referred to on it, regulate the way The Seller supplies any of the Products (hereafter the "Products") listed on its website <https://shop.brusselsairport.be> (hereafter the "Website").

The Passenger (hereafter the "Passenger") referred to in these Conditions is any person in possession of a valid booking on a flight departing from or arriving at Brussels Airport (IATA airport code: BRU, hereafter the "Airport"). By ordering any of the Products listed on the Website (hereafter the "Order"), the Passenger agrees to be entirely bound by these Conditions and the documents referred to on it. The Passenger acknowledges that the sale contract in relation to the Products purchased through aforementioned website, is concluded between the Seller and the Passenger and that Brussels Airport Company NV is not a party to this agreement. Consequently, the Passenger acknowledges that for questions and/or complaints in relation to the products purchased, the Passenger shall only turn towards the Seller. The Passenger acknowledges that Brussels Airport Company NV will not be liable in any way.

2.2 The Seller has the right to modify these Conditions. The modifications will be in force for the Orders submitted afterwards. Accordingly, the Passenger is advised to save or print a copy of these Conditions prior to each Order that he submits. These Conditions were last amended on 25-06-2018.

3. E-SHOP ACCESS

3.1 The access to the Website is public and open to any visitor. However, placing an order on the Website is reserved to Passengers who already purchased a flight ticket departing from or arriving at Brussels Airport, as specified in section 2 of the present Terms and Conditions.

Regardless of the moment the Passenger accesses the Website, an Order can only be placed after the Passenger has filled the required personal details, such as – among others - his name, first name, e-mail address, the flight number, the airline, the origin, the destination and the date of his flight.

The Seller retains the right, at its sole discretion, to deny service or use of the Website to anyone at any time and for any reason.

3.2 By placing an Order through the Website, the Passenger warrants that:

- He is legally capable to enter into binding contracts;
- He is not precluded by mandatory law or law of public policy (of his country) to purchase the Product;
- He is at least 18 years old;
- He holds a valid plane ticket departing from / arriving at Brussels Airport
- He does not intend to – and will not – resell any of the Products.

The Seller consequently retains the right to refuse or to cancel the Order if he has reasons to believe that the Passenger does not comply with the aforementioned conditions. In any case, the Seller declines any responsibility if the Passenger provided false or incomplete information about one of these points.

3.3 The Passenger shall make all reasonable efforts to avoid the illegal use of his Access Codes. He shall in particular ensure that any person he entitles to use his Access Codes shall respect these Conditions. The Passenger is responsible for any damages caused by the use of his Access Codes or by the use of his Access Codes by a non-authorized person. The Seller declines any responsibility in case of abusive or non-compliant use of the Access Codes.

3.4 While the Seller uses reasonable efforts to keep the Website accessible, the Website may be unavailable from time to time. The Passenger understands and agrees that there may be interruptions in Website access due to circumstances both within the Seller control and outside of the Seller control.

4. ORDER ON THE E-SHOP & ONLINE PAYMENT

4.1 The Products available for sale are those figuring on the Website as long as stocks last. The Seller shall make all reasonable efforts to indicate the Products availability in real-time on the Website.

Without prejudice to Article 7 of these Conditions, and the strict respect of customs and duties, the number of Products that the Passenger is allowed to purchase on the Website is limited to:

- 10 products belonging to the category "Alcohol", regardless of their volume
- 12 products belonging to the category "Perfumes and Cosmetics", regardless of their volume or size

These limitations depend on the type of Products concerned and may vary from time to time.

Although no limitations are set for other categories, the Passenger is advised that the products sold on the Website are for private use only and that he shall only order them in household quantities.

4.2 Orders need to be placed:

- earliest 15 days before the flight date (at departure from or arrival at Brussels Airport);
- and latest 24 hours before the flight date (at departure from or arrival at Brussels Airport).

4.3 Payment of the Order shall be made online by credit card (processed by a payment service provider).

The payment must be done by the Passenger at the time the Order is confirmed on the Website by the Passenger.

Payment at delivery is not accepted.

The Seller shall in no event be held liable for the way the payment service provider processes the payments and deals with the Passenger's personal data.

4.4 Once the Passenger has validated and paid the Order, the Passenger receives an email of confirmation of the Order (hereafter the "Order Confirmation"). The sale is final once the Passenger receives such Order Confirmation.

4.5 The Order Confirmation indicates amongst other things:

- The identification of the Seller;
- The price applicable to the Products ordered;
- A description of the Products ordered;

- The method of payment used by the Passenger;
- The billing address of the Passenger
- The flight details provided by the Passenger;
- The delivery method selected by the Passenger;
- The place where the delivery will take place and useful information related to the delivery point such as, for example, its service hours and location.

5. THE DESCRIPTION OF THE PRODUCTS TO BE DELIVERED

The Products to be delivered are the ones described in the Order Confirmation.

However, it may happen that the Product(s) delivered are slightly different from the Products ordered. Such modifications may only concern non-essential characteristics of the ordered Products (e.g. notably the colour of packaging, the shape of a bottle of perfume, the vintage of a bottle of wine). The Seller always describes its products in good faith, however, the images presented on the Website have no contractual value. The Seller accepts no liability for any error contained in the products descriptions. However, if such errors have been brought to its attention in writing, the Seller is committed to the extent possible and within its means, to correct these errors as soon as possible.

6. PRICES

Sales prices are those indicated on the Website at the time the Passenger validates his Order and figuring in the Order Confirmation.

Prices are indicated in EURO and include all (possible) applicable taxes – if any. Prices take into account applicable custom regulations and may consequently vary from time to time.

7. CUSTOM REGULATIONS

7.1 The attention of the Passenger is drawn to the fact that he is the final responsible regarding compliance with any possible custom regulation applicable to the purchase of the Products. The Passenger should particularly pay attention to the maximum authorized amount for tobacco and alcoholic products according to customs regulations.

Within the EU, no import duties are charged. Outside the EU, the Passenger may have to pay import duties on his purchase. The Passenger is consequently advised to check the custom regulations of the country he is travelling to.

7.2 The Seller shall not be held liable for packages that are refused at the border due to custom regulations and airlines internal regulations and policies.

8. DELIVERY OF ORDERS

8.1 Availability of ordered Product(s):

The Seller has implemented controls to only display for sale on the Website Products that are available at the time the Passenger places his order. However, it can punctually happen that some Products are out of stock when the Passenger's Order is prepared and thus cannot be delivered to the Passenger. In that case, the Seller will

proactively inform the Passenger of the missing Product(s) and proceed to a refund of the missing Product(s) using the same means of payment the Passenger used for the initial transaction;

8.2 Delivery :

8.2.1. Pick-up at departure from Brussels Airport

8.2.1.1 The Passenger can select a delivery of his Order at departure from Brussels Airport on the flight date. Depending on the flight (Schengen/non-Schengen), pick up takes place at the walkthrough store in Pier A (Schengen flights) or the walkthrough store in Pier B (Non-Schengen flights).

8.2.1.2 If the Passenger has selected the delivery at departure from Brussels Airport, the Seller's obligation to deliver the Product(s) is considered as fulfilled as soon as the Passenger has signed the delivery receipt presented by a member of the pick-up point staff. The Passenger shall have to show to the pick-up point staff a copy (paper or electronic) of the Order Confirmation and a valid boarding pass (i.e. conform to the flight data provided when placing the Order on the Website) in order to collect his Order.

8.2.1.3 The Passenger is informed that his Order is delivered in numbered sealed plastic bag(s). For reasons of compliance with safety and customs regulations, the sealed plastic bag(s) may not be opened until the Passenger leaves the restricted zone at his destination airport. The Seller will not be held liable for any inconvenience caused to the Passenger as a consequence of non-compliance with these safety and customs regulations.

8.2.1.4 When taking delivery of his Order, the Passenger has the duty to immediately check if the Product(s) delivered is(are) conform with the Product(s) ordered, without opening the sealed plastic bag containing the Product(s), due to customs and safety regulations. If the Product(s) delivered do(es) not match with the Order or if a Product is missing, the Passenger must report it to the pick-up point staff member. In both cases, a related claim will be filled in by the pick-up point staff (after due comparison with the Order Confirmation, the sales overview enclosed in the bag and the Products in the bag), and the Passenger will act according to the relevant procedures described at chapter 9 of the present Conditions.

8.2.1.5 The Passenger can choose to refuse or accept the delivery of his Order. The Passenger is informed that, due to customs and safety regulations, the sealed plastic bags containing the Products must remain sealed until the Passenger leaves the restricted zone at his destination airport.

8.2.1.6 If the delivery has been refused by the Passenger or if the delivery has been accepted by the Passenger with (a) missing Product(s), the Seller will reimburse to the Passenger the price paid for the undelivered Product(s), without undue delay, and using the same means of payment as the Passenger used for the initial transaction.

8.2.1.7 If the delivery has been accepted by the Passenger with (a) Product(s) different from the one(s) he ordered, the Passenger will ship the wrongly delivered Product(s) back to the Seller, according to the procedure defined by the Seller. Upon return of the wrongly delivered Product(s), the Seller will reimburse to the Passenger the price paid for the Product(s) actually ordered but not delivered, without undue delay, and using the same means of payment as the Passenger used for the initial transaction.

8.2.1.8 Accepting the delivery of the Order does not affect the Passenger's right of withdrawal.

8.2.1.9 The Order will be made available for collection by the Passenger on the date of departure from the Airport, as indicated by the Passenger on the Website. Without prejudice to article 13, if the Passenger does not present himself at the pick-up point within the delivery period indicated in the Order Confirmation, the Customer service of the Seller will try to contact the Passenger within 48 hours after the date of departure as indicated by the Passenger on the Website, to find a solution to deliver the Products. If no solution is found or if no contact took place within 48 hours after the date of departure, the Contract shall immediately and automatically be terminated (without prior notice and without prior authorisation of the court) and the price paid for the Products shall be reimbursed to the Passenger without undue delay and through the same means of payment as the Passenger used for the initial transaction.

8.2.2 Pick-up at arrival at Brussels Airport

8.2.2.1 The Passenger can select a delivery of his Order at the Shop&Collect pickup point in the baggage reclaim hall of Brussels Airport upon arrival at Brussels Airport.

8.2.2.2 If the Passenger has selected the delivery at arrival at Brussels Airport, the Seller's obligation to deliver the Product(s) is considered as fulfilled as soon as the Passenger has confirmed the delivery of the Product(s) by signing on the electronic device presented by the staff member of the pick-up point. The Passenger is informed that a valid proof of identity (identity card or passport) will be required to take delivery of his Order. One or several packages containing the Product(s) ordered are then handed to the Passenger by the staff member of the pick-up point.

8.2.2.3 The Order will be made available for collection by the Passenger on the date of arrival at Brussels Airport, as indicated by the Passenger on the Website. Without prejudice to article 13, if the Passenger does not present himself at the pick-up point on the date of arrival at Brussels Airport, as indicated by the Passenger on the Website, the Customer service of the Seller will try to contact the Passenger within 48 hours after the date of departure as indicated by the Passenger on the Website, to find a solution to deliver the Products. If no solution is found or if no contact took place within 48 hours after the date of departure, the Contract shall immediately and automatically be terminated (without prior notice and without prior authorisation of the court) and the price paid for the Products shall be reimbursed to the Passenger without undue delay and through the same means of payment as the Passenger used for the initial transaction.

8.2.2.4 After having taken delivery of his Order, the Passenger has the duty to check if the Product(s) delivered is(are) conform with the Products ordered, based on the Product(s) mentioned on the Order Confirmation and on the Sales Overview (enclosed in the package).

8.2.2.5 Accepting the delivery of the Order does not affect the Passenger's right of withdrawal.

8.2.2.6 If the Product(s) delivered do(es) not match with the Order or if a Product is missing, the Passenger must file a claim to the Seller and, if needed, send the wrongly delivered Product(s) to the Seller as described in chapter 9 ("Claims") of the present Terms & Conditions.

8.2.3. Home Delivery (Bpost)

8.2.3.1 The Passenger can select the Home Delivery option. The Passenger can select a delivery of his Order at any post address in Belgium provided that he holds a valid booking on a flight arriving at Brussels Airport.

8.2.3.2 If the Passenger has selected the delivery option "Home delivery", the Seller's obligation to deliver the Product(s) is considered as fulfilled as soon as the Passenger has confirmed the delivery of the Product(s) by signing on the electronic device presented by the delivery agent. The Passenger is informed that a valid proof of identity (identity card or passport) will be required to take delivery of his Order. One or several packages containing the Product(s) ordered are then handed to the Passenger by the delivery agent.

8.2.3.3 Home deliveries take place on working days only, from Tuesday to Saturday included. If possible, the Order will be delivered to the Passenger at the delivery address indicated by him at the latest 72 hours after your date of departure or arrival. Should the Passenger not be present at said address when the delivery agent brings the Order, the delivery agent will try to hand over the Order to a pick-up point close to the delivery address provided by the Passenger. The delivery agent will leave a note for the Passenger to inform him of the location of his parcel.

8.2.3.4 Orders stored at a pick-up point will be available for collection for a duration of 14 days. Without prejudice to article 13, if the Passenger does not present himself at the pick-up point within these 14 days, the Contract shall immediately and automatically be terminated (without prior notice and without prior authorisation of the court) and the price paid for the Products shall be reimbursed to the Passenger without undue delay and through the same means of payment as the Passenger used for the initial transaction.

8.2.3.5 After having taken delivery of his Order, the Passenger has the duty to check if the Product(s) delivered is(are) conform to the Products ordered, based on the Product(s) mentioned on the Order Confirmation and on the Sales Receipt (enclosed in the package).

8.2.3.6 Accepting the delivery of the Order does not affect the Passenger's right of withdrawal.

8.2.3.7 If the Product(s) delivered do(es) not match with the Order or if a Product is missing, the Passenger must file a claim to the Seller and send the wrong Product(s) to the Seller as described in chapter 9 ("Claims") of the present Terms & Conditions.

8.2.3.8 Delivery costs

Free delivery for all orders above 50€.

<u>Weight</u>	<u>Pick up departure</u>	<u>Pick-up arrival</u>	<u>Home Delivery</u>
<2kg	Free	Free	4€
2kg – 20kg	Free	Free	5€
>20kg	Free	Free	8€

9. CLAIMS

9.1 Defective Product(s) and legal warranty:

Products are guaranteed against non-conformity for a two years' period, except if the nature of the Product implies a shorter use-by date. In the latter case, the guarantee is limited to the said date (e.g. food products, make-up).

This guarantee only covers conformity defaults (hidden defaults) which do exist at the time of delivery. Once the Passenger notices a defect on his Product, he has two months to inform the Seller by written notice, as described in the procedure below:

I. The Passenger shall download and fill in the Returns form ([download here](#)) and send it by email to the Customer service at ecustomerservice@lagardere-tr.be

II. The Passenger shall ship back to the Seller, or personally return to the Seller, the Product(s) and the Returns form duly filled in. The Passenger is responsible for packing the Product(s) in such a way that the Product(s) will not be damaged during transportation. The costs arising from return shipments shall be borne by the Passenger.

III. Should it appear that the Product(s) is(are) actually defective, the Seller will then define the possible solutions to the issue and propose them to the Passenger (repair or refund of the defective Product(s)). Should it appear on the contrary that the Product(s) is (are) not defective, the returned Product(s) will be kept available for collection by the Passenger at the Seller's logistic center or sent back to the Passenger at the Passenger's expense.

9.2 Damaged Product(s):

If a Product or the package containing the Product is visibly damaged at the time the Order is delivered to the Passenger, the following procedure applies:

I. The Passenger shall inform the Seller of the damage in the next 2 working days following the delivery of the Order, preferably by downloading, filling in and sending to the Seller the Returns form ([download here](#)) at ecustomerservice@lagardere-tr.be

II. The Passenger shall ship back to the Seller, or personally return to the Seller, the damaged Product(s), preferably when sending the Returns form, and in any case not later than 14 days after the notification of damage by the Passenger to the Seller. The Passenger is responsible for packing the Product(s) in such a way that the Product(s) will not be further damaged during transportation. The Seller offers to the Passenger a free parcel return service through the logistic network of its partner, Bpost. This service is only valid for shipments in Belgium and under the condition that the Passenger sticks on the return parcel the return parcel label provided by the Seller in the package containing the Order. The Passenger shall keep the return parcel label provided by the Seller since no duplicate of the return parcel label will be provided. The Passenger shall drop the return parcel in a collection point of the Bpost network (list of collection points available [here](#)). The costs arising from return shipments outside of Belgium or through another channel than the one provided by the Seller shall be borne by the Passenger.

III. Should it appear that the Product(s) is(are) actually damaged, the Seller will then define the possible solutions to the issue and propose them to the Passenger (e.g. replacement, repair or refund of the defective Product(s)). Should it appear on the contrary that the Product(s) is (are) not damaged, the returned Product(s) will be kept available for collection by the Passenger at the Seller's logistic center or sent back to the Passenger at the Passenger's expense.

9.3 Missing Product(s):

If a Product is missing in the Order delivered to the Passenger, the following procedure applies, unless when the delivery takes place by pick-up at departure airport (airside):

I. The Passenger shall send a written notice to the Seller, in the next 48 hours following the delivery of the Order, through one of the following contact means:

- by e-mail to ecustomerservice@lagardere-tr.be
- or by telefax to +32 2 721 39 96;
- or by mail to: Lagardère Travel Retail Belgium Customer Service Vliegveld 132a, 1820 Steenokkerzeel

II. The Seller will acknowledge the Passenger's request, investigate the issue and, if needed, get in contact with him to gather additional information about the issue.

III. Should it appear that Products are actually missing in the Order delivered to the Passenger, the Seller will refund to the Passenger the price paid for the missing Product(s) without undue delay through the same means of payment as the Passenger used for the initial transaction.

9.4 Wrongly delivered Product(s):

If one or more Product(s) have been wrongly delivered to the Passenger, the following procedure applies, unless when the wrongly delivered products are identified at moment of pick up at the till at departure from Brussels Airport. In the latter case, the wrongly delivered products, shall be replaced immediately at pick up, upon condition that the Products are available in store.

I. The Passenger shall download and fill in the Returns form ([download here](#))

II. The Passenger shall ship back to the Seller, or personally return to the Seller, the wrongly delivered Product(s) and the Returns form duly filled in, in the next 14 days following the delivery of the Order. The Passenger is responsible for packing the Product(s) in such a way that the Product(s) will not be damaged during transportation. The Seller offers to the Passenger a free parcel return service through the logistic network of its partner, Bpost. This service is only valid for shipments in Belgium and under the condition that the Passenger sticks on the return parcel the return parcel label provided by the Seller in the package containing the Order. The Passenger shall keep the return parcel label provided by the Seller since no duplicate of the return parcel label will be provided. The Passenger shall drop the return parcel in a collection point of the Bpost network (list of collection points available [here](#)). The costs arising from return shipments outside of Belgium or through another channel than the one provided by the Seller shall be borne by the Passenger.

III. Should it appear that one or several Products has/have been delivered to the Passenger in substitution of the actually ordered Products, the Seller will refund to the Passenger the price paid for the Product(s) actually ordered but not delivered, without undue delay through the same means of payment as the Passenger used for the initial transaction. Should it appear on the contrary that the Product(s) is (are) returned by the Passenger are conform to the Passenger's Order, the returned Product(s) will be kept available for collection by the Passenger at the Seller's logistic center or sent back to the Passenger at the Passenger's expense.

10. RIGHT OF WITHDRAWAL

10.1 Right of withdrawal

The Passenger has the right to withdraw from the Contract, for any or no reason, within 14 days starting from the day on which the Passenger or a third-party designated by the Passenger, other than the carrier, received the Order, as described in article 8.

To exercise the right of withdrawal, the Passenger must inform the Seller's Customer Service of his decision to withdraw from the Contract.

The Passenger may do so by sending the Returns form ([download here](#)) or by an unequivocal written statement:

- by e-mail to ecustomerservice@lagardere-tr.be
- or by telefax to +32 2 721 39 96;
- or by mail to: Lagardère Travel Retail Belgium Customer Service Vliegveld 132a, 1820 Steenokkerzeel

Notice of withdrawal is considered timely as long as it is sent before the end of the withdrawal period.

10.2 Effects of withdrawal

If the Passenger withdraws from the Contract, the Seller shall reimburse to the Passenger all payments received from him, after having received the Products back in the state in which the Passenger has received them.

The Seller will carry out such reimbursement using the same means of payment as the Passenger used for the initial transaction, unless the Passenger has expressly agreed otherwise; in any event, the Passenger will not incur any fees as a result of such reimbursement. The payment will be made without delay and in any event, no later than 14 days from the day the Seller is informed about the Passenger's decision to withdraw from the contract. The Seller may however withhold reimbursement until it has received the Product(s).

10.3 Return of the Products & Costs

The Passenger shall send back the Products at the address of the Seller's headquarters (as indicated under article 10.1 of these Conditions), in the state in which he has received them, without undue delay and in any event, not later than 14 days from the day on which the Passenger communicates his withdrawal from the Contract to the Seller. The deadline is met if the Passenger sends back the Products before the period of 14 days has expired.

The costs arising from return shipments shall be borne by the Passenger.

10.4 Exceptions to the right of withdrawal

The above-mentioned right of withdrawal does not apply to:

- Products which are liable to deteriorate or expire rapidly such as food products (for instance chocolates, confectioneries, etc.);
- Sealed Products such as perfumes, cosmetics, alcohol, underwear which are not suitable for return for hygiene reasons if the seal has been removed after delivery;
- Products which are not manufactured and the manufacture of which requires individual selection or specification by the consumer or which are clearly custom-tailored to the personal needs of the consumer;
- Audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery.

11. LIMITATION OF LIABILITY

11.1 The Seller shall not be liable for any lost profits, lost savings, loss of reputation, loss of goodwill, indirect, punitive, special or consequential damages arising out of or in connection with these Conditions or the sale of any Products by the Seller or the use thereof whether or not such damages are based on tort, warranty, contract or any other legal theory – even if the Seller has been advised, or is aware, of the possibility of such damages. The Passenger hereby releases and waives any claims against the Seller regarding such damages.

11.2 The Seller shall inform the Passenger of any recall of products at the email address registered through the Website. It is the Passenger's responsibility to inform the Seller about any change of email address or whether he prefers to receive recall information through another communication channel.

The Seller shall in no event be liable for any damage arising out of the use of the relevant product after the notification of a recall message.

11.3 Any Passenger's claim for damages must be brought by the Passenger within two months of the date of the event giving rise to any such claim. Any claims that have been brought or filed not in accordance with the preceding sentence are null and void.

The Seller's liability shall, in any case, be limited to the price paid for the Product(s).

11.4 The limitations and exclusions set forth above in this article 11 shall apply only to the extent permitted by applicable mandatory law.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Website is protected by copyright. It is intended for personal, non-commercial use by the Passenger, who is prohibited from reproducing any web pages other than by downloading and viewing of information on one single computer, and/or printing of a single hard copy. Neither is the Passenger allowed, without prior written permission, to reproduce, distribute or make the Website available through a network, or to frame the Website on another web page.

12.2 All texts, images, photos, logo's, trade names and trademarks mentioned on the Website, as well as the software used in the operation of the Website, are protected by virtue of registered or unregistered intellectual property rights, owned by the Seller or by one of its contractual partners. The Passenger shall not (re)use or reproduce such protected content in any way, or remove or adapt any such protected content in any way, without the prior written consent of the relevant right holder.

12.3 While making use of the specific services offered through the Website, and for these purposes only, the Passenger will receive a limited, non-exclusive and non-transferrable license to use the protected content, in accordance with our instructions and in conformity with the conditions of use of the Website (available online).

13. FORCE MAJEURE – EXONERATION CLAUSE

13.1 "Force majeure" shall mean any unforeseen event which is beyond the reasonable control of the Seller/the Passenger or any foreseeable occurrence the consequences of which may not reasonably be avoided that arises after the receipt of the Order Confirmation and which prevents performance of these Conditions, in whole or in part, by the Seller/the Passenger (including but not limited to fires, strikes, lock outs, or other industrial action, flight cancellation, delays, any acts or restraints of any government or public authority, war or outbreaks of hostilities of any kind).

13.2 Is not comprised under the notion of "force majeure": the situation where the Passenger misses his flight, regardless of the cause. However, this provision shall not apply if the said flight is a connecting flight and that flight was missed because the first flight the Passenger took was delayed.

13.3 If an event of "force majeure" occurs, performance of the Seller's/the Passenger's obligations under the Contract shall be suspended for the duration of the delay caused by the event of "force majeure" and the period of performance shall be automatically extended, without any penalty, for an equal period.

13.4 If an event of "force majeure" occurs the Seller shall consult the Passenger with a view to find an equitable solution and shall use all reasonable efforts to minimize the consequences of the occurrence.

13.5 If the event of "force majeure" definitely impedes the execution of the Contract, the Contract shall be automatically terminated, without liability and with immediate effect.

14. MISCELLANEOUS

14.1 Entire agreement

These Conditions, together with the Order Confirmation, contain the entire contract and understanding between the Parties with respect to the subject matter hereof and supersede and replace all prior Contracts or understandings, whether written or oral, with respect to the same subject matter that are still in force between the Parties.

14.2 Severability

Whenever possible, the provisions of these Conditions shall be interpreted in such a manner as to be valid and enforceable under the applicable law.

However, if one or more provisions of these Conditions are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of these Conditions shall remain in force and effect as if such invalid, illegal or unenforceable (part of) provision had never been contained herein. Moreover, in such event, the Seller shall amend and/or substitute the invalid, illegal or unenforceable (part(s) of) provision(s) in such a way as to reflect as far as is legally possible the sense and the purpose of the invalid, illegal or unenforceable (part(s) of) provision(s).

14.3 Waiver

Failure or delay in requiring strict performance of these Conditions, or failure or delay to enforce a provision of these Conditions, or a previous waiver or forbearance to these Conditions, shall in no way be construed as a waiver of any provision of these Conditions.

15. DISPUTE RESOLUTION

All Disputes concerning, but not limited to, the validity, interpretation, enforcement, performance and termination of these Conditions shall be governed by and construed in accordance with Belgian law. No effect shall be given to any other choice-of-law or conflict-of-law rules or provisions that would cause the laws of any other jurisdiction to be applicable, without prejudice to any applicable provisions of mandatory law relating to consumer contracts.

All Disputes which cannot be resolved through good faith discussions, shall be submitted to the exclusive jurisdiction of the Brussels courts, without prejudice to any applicable provisions of mandatory law relating to consumer contracts.

16. CUSTOMER SERVICE

In case of question or claim, the Passenger shall contact the Seller's Customer Service:

Lagardère Travel Retail Belgium

Customer Service

Vliegveld 132a, 1820 Steenokkerzeel

ecustomerservice@lagardere-tr.be