ndidi
GALLERY

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Seller: Diva Consult BV, Avenue Van Volxem 264, 1190 Forest, Belgium, VAT BE 0460.646.961

Terms of sale

1. What we sell

Every piece in the collection is a vintage or second-hand object, sold as described and shown: with the wear, patina and marks that come with its age. Flaws that are mentioned in the description or visible in the photos are part of the piece, not a defect. Each piece exists once; when it is sold it is gone.

2. Prices and shipping

Prices are in euro and depend on where the piece is shipped, because the VAT does: choose your country to see the price, VAT included where it applies. Pieces sold under the margin scheme for second-hand goods cost the same everywhere and show no VAT separately; for other pieces the VAT of the destination is added, and none for deliveries outside the European Union. The VAT treatment is stated on your invoice. The shipping price for your country is shown on the product page before you pay, and the piece is sent insured. For very large pieces the shipping price is quoted per order. For deliveries outside the European Union, import duties and taxes of the destination country are not included and are payable by you.

3. Ordering and payment

You order by paying through Stripe (card or bank payment). While you pay, the piece is held for you for 30 minutes. The sale is concluded when the payment is confirmed; you then receive a confirmation email with your invoice. Your card details never reach us.

4. Delivery

We dispatch as soon as possible after payment, normally within ten working days, and email you the carrier and tracking number. The risk of loss or damage passes to you when the piece is delivered to you. Please check the parcel on arrival and tell us about any transport damage within two days, with photos, so the insurance claim can be made.

5. Returns and refunds

At a glance. A consumer in the European Union or the United Kingdom may return a piece within 14 days of receiving it, for any reason, and is refunded in full, price and standard shipping included, by the same payment method. The return shipping is the buyer's. We deduct nothing for handling, restocking or payment costs; only a loss in value caused by use beyond inspecting the piece. A business buyer has no right of withdrawal.

5.1 Right of withdrawal (consumers)

If you buy as a consumer and the piece is delivered in the European Union or the United Kingdom, you may withdraw from the purchase within 14 days of the day you, or someone you named, received the piece. You need not give a reason. Tell us within that period by email at ndidi@galleryndidi.com, in your own words or with the model form below; the date of your message counts.

Send the piece back within 14 days of your notice, to the address in the imprint, insured and packed as it was delivered, or ask us to arrange the collection: in both cases the cost of the return is yours, and we will tell you the price of a collection beforehand. Until the piece is back, you are responsible for it.

5.2 What we refund, and when

We refund everything you paid for the piece, the price and the standard shipping cost, within 14 days of your notice of withdrawal. We may hold the refund until the piece is back with us or you have shown that you sent it.

The refund goes back by the payment method you used; another way only if you ask for it. We never deduct a handling, restocking or administration fee, nor our payment costs.

You may inspect the piece as you would in a shop: unpack it, look at it, try a lamp with its bulb. A loss in value that comes from more than that, such as a piece that was installed, used, cleaned with the wrong product, scratched or returned incomplete, is deducted from the refund. We assess the loss on the piece itself, with photos, and tell you the amount; it is never a percentage fixed in advance. For every refund you receive a credit note.

5.3 Not covered by the right of withdrawal

Business buyers, who buy in the name of a company (with or without a VAT number), have no right of withdrawal. We take a piece back from a business buyer only by agreement, at a restocking charge of 20% of the price plus the shipping costs both ways, and only when the piece comes back in the condition it left. After the 14 days a consumer has no right of return either; we may still agree to one, on conditions we set case by case, such as a partial refund or a credit on another piece.

5.4 A piece with a defect, or not as described

This is a different situation from a change of mind, and the legal guarantee below applies: no cost to you, no deduction. Tell us as soon as you notice, with photos.

5.5 Damage in transport

Every piece is sent insured. Check the parcel on arrival and tell us within two days, with photos of the piece and the packaging, so the insurance claim can be made. You are then refunded in full or the piece is restored, as you prefer.

5.6 Model withdrawal form

> To Diva Consult BV, Avenue Van Volxem 264, 1190 Forest, Belgium, ndidi@galleryndidi.com:
> I hereby give notice that I withdraw from my contract of sale of the following piece: (title and reference)
> Ordered on / received on: (dates)
> Name of the consumer: Address of the consumer:
> Date: Signature (only if this form is sent on paper):

6. Legal guarantee

Consumers have the legal guarantee of conformity under Belgian law (Book VI of the Code of Economic Law): the piece must be as described and shown. For second-hand goods the guarantee period is one year from delivery, as the law allows us to agree with you here. Within that year, a piece that is not as described is repaired or replaced where that is possible, and otherwise the price is reduced or the sale is undone and refunded in full. Wear, patina and age-related marks, and faults described or shown at the time of sale, are part of the piece and not a defect.

7. Law and disputes

Belgian law applies. If you are a consumer, the mandatory consumer protection rules of your country of residence also apply, and you may bring a dispute before the courts of your own country. Disputes can also be brought before the Belgian Consumer Mediation Service (consumerombudsman.be). We would rather solve any problem directly: write to us first.

Privacy

Diva Consult BV is responsible for the personal data processed on this site. We keep it to what the shop needs.

What we process and why

- **Orders**: your name, delivery and billing address, email address and phone number, as you enter them in the Stripe payment form, to deliver the piece, issue the invoice and answer questions about the order. Stripe processes the payment itself and your card details; see Stripe's privacy policy.

- **News about new pieces**: your email address and name, only if you signed up or ticked the box after an order. Every message has an unsubscribe link, and unsubscribing takes effect at once.
- **Email**: messages you send us, and our replies, kept with the order they concern.
- **Server logs**: IP address, pages requested and time, to keep the site running and secure, kept for a short period.

Cookies

The shop itself sets no tracking cookies: your browser remembers the country, language and buyer type you chose, on your own device only, and a cookie keeps your cookie choice for a year. With your consent ("Accept all" in the banner) Google's advertising tag measures which advertisements lead to a purchase: it may set cookies, and the click identifier of a Google advertisement is kept in a cookie for 90 days and sent to Google with the order it led to. Choosing "Only necessary" loads nothing from Google. Stripe's payment form may set cookies needed to process the payment and prevent fraud. We also count visits ourselves, for our own use only: a first-party cookie (nd_vid, a random number, 13 months) lets us tell one visitor from another across days, and for each page viewed the server keeps that number, the page, the country of your connection (derived from your address, which itself is not kept), the country and language you chose and the site you came from, for up to 13 months. Nothing of this is shared or combined with other data. Your choice in the cookie banner is logged with the same daily code, and when you order, the moment you accepted these terms is kept with the order.

Keeping and sharing

Order and invoice data are kept as long as accounting and tax law requires (up to ten years). Sign-up data is kept until you unsubscribe. Data is shared only with the services needed to run the shop: Stripe for payments, the carrier for delivery (name, address, phone), and our email provider. It is not sold or used for advertising.

Your rights

You can ask to see, correct or delete your data, or object to its use, by writing to ndidi@galleryndidi.com. You may also complain to the Belgian Data Protection Authority (dataprotectionauthority.be).