

KASANAI

GENERAL TERMS

and Conditions of Sale

Last update on: 10.2026

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GENERAL TERMS AND CONDITIONS OF SALE

Last update on: 04.2025

1. SELLER'S CONTACT DETAILS

1.1. The website www.kasanai.com is owned by Kasanai with registered office at Dolfijnstraat 42, 2018 Antwerp, registered in the Crossroads Bank for Enterprises under the number: 0764.634.766 (hereinafter: "Seller").

E-mail: info@kasanai.com

Address: Dolfijnstraat 42, 2018 Antwerp

2. DEFINITIONS

2.1. Article(s): Good(s) that can be purchased from the Seller on the Webshop or via e-mail. These include both Tailor-made and Standard Articles.

2.2. Buyer: Any party acting as a buyer of the Seller's Articles, whether a Consumer or a legal entity.

2.3. Consumer: Any natural person who purchases the Articles made available by the Seller in the Webshop exclusively for non-professional purposes.

2.4. Force majeure: A force majeure situation includes (but is not limited to): war, labour dispute, natural disaster, fire, mobilisation, epidemic or pandemic, embargo, ban on foreign exchange transfers, insurrection, lack of means of transport, general supply problem, limitation of employment and energy and any other event not controllable by the Seller, the (temporary) cessation of activities or production by the manufacturer of (parts of) the Articles, as well as the influence of legal, regulatory or other regulations that prevent certain (parts of) the Articles from being produced or offered.

2.5. Intellectual Property Rights: The intellectual property rights relating to the Articles and Webshop, including (a) all unregistered or registered trademarks, applications for registration of a trademark, or similar rights; (b) all unregistered or registered designs or applications for registration of a design, or similar rights; (c) all copyrights or ancillary or similar rights; (d) all improvements, modifications or developments of the foregoing (whether made before or after the date of these General Terms and Conditions); and (e) all other rights resulting from intellectual activity in the artistic, literary, industrial, commercial or scientific fields.

2.6. Parties: Buyer and Seller.

2.7. Party: Buyer or Seller.

2.8. Seller: Kasanai as defined under Article 1.

2.9. Standard Articles: Articles that are not tailor-made and whose characteristics are general (e. g. furniture with standard dimensions, home accessories).

2.10. Tailor-made Articles: Articles whose dimensions are specifically determined at the Buyer's request.

2.11. Webshop: The online shop, available on the website www.kasanai.com, through which the Articles are offered.

3. GENERAL

- 3.1. These General Terms and Conditions of Sale apply to all sales by the Seller of Articles to a Buyer via the Webshop or e-mail. They replace any previous general terms and conditions of sale of the Seller. The possible application of general terms and conditions of the Buyer or any other third party is also hereby expressly excluded.
- 3.2. To place an order, the Buyer must be at least 18 years of age or older. If the Seller notices that the order has been placed by a minor, the Seller reserves the right to refuse the order.
- 3.3. Placing an order on the Webshop or via e-mail constitutes a distance sale between the Parties.
- 3.4. By placing an order on the Webshop or by e-mail, the Buyer is deemed to accept these General Terms and Conditions of Sale in their entirety and without any reservations.
- 3.5. Deviations from these General Terms and Conditions of Sale can only be made with the specific and written approval of the Seller.
- 3.6. The possible nullity of any provision of these General Terms and Conditions of Sale cannot under any circumstances entail the nullity of the other provisions. In this case, the Parties will endeavour to replace any void provision with an equivalent and valid provision.

4. ORDER AND CONFIRMATION

- 4.1. To purchase an Article online in the Webshop, the Buyer must push the "buy button", after which the Buyer inserts its billing and delivery details or the Buyer can log in via its personal account where its billing and delivery details have already been entered by default. The Buyer can then select the preferred delivery method and a payment method. These details will then be repeated before the Buyer can agree to place the order.
- 4.2. If the Buyer wants to place an order by e-mail, the Seller shall, before concluding an agreement with the Buyer, transmit to the Buyer an offer with these General Terms and Conditions of Sale. By placing the order, the Buyer acknowledges it agrees with the Seller's offer and General Terms and Conditions of Sale.
- 4.3. The Seller assumes that the invoicing details entered by the Buyer are correct. The Seller shall not be liable in the event of fraud or deception or in the event of errors by the Buyer which prevent or delay the execution of an order.
- 4.4. If the ordering process has been successfully completed, the order will be confirmed to the Buyer by e-mail. Attached to the e-mail will be both the General Terms and Conditions of Sale and the invoice in pdf format.
- 4.5. The order confirmation and invoice are kept by the Seller for as long as it is legally permitted. The Buyer may obtain them at any time upon express request.

5. AVAILABILITY

- 5.1. In case of unavailability of an Article, the Seller will inform the Buyer. The Buyer will have the choice of ordering another Article or receiving a refund in the same way as the order was originally paid for.

5.2. In the absence of a response from the Buyer in the event of the unavailability of an Article within 14 days of being notified by the Seller, the Seller reserves the right to unilaterally cancel the order. In case of cancellation, the Seller will inform the Buyer that all or part of the order is cancelled and refund the amount already paid to the Buyer in the same way as the order was originally paid for.

In the event of unavailability of an Article, the Seller shall under no circumstances be obliged to pay compensation to the Buyer for this.

6. PRICES

6.1. All prices are indicated in EUR and include VAT unless otherwise stated. Shipping costs are not included in the listed prices. Please note that prices do not include any import duties, import taxes or additional tariffs that may apply upon delivery. These charges are the sole responsibility of the Buyer. All shipments are sent DAP (Delivered at Place).

6.2. Discounts or promotions are valid for the duration indicated on the Webshop.

6.3. Articles are available while stocks last.

7. PAYMENT METHODS

7.1. The Articles remain property of the Seller until paid for in full by the Buyer.

7.2. In the case of an order placed via the Webshop, the order is paid in full at the completion of the ordering process. The Buyer's bank account will be debited after confirmation of the purchase, and payment will only become effective once the Buyer's bank has given its approval of the payment to the Seller.

7.3. In the case of an order placed by e-mail, the Articles must be paid within the period stated on the invoice. However, if the Articles ordered still need to be manufactured (e.g. in the case of Tailor-made Articles), then the Buyer will be able to pay the order in two instalments: (i) 50% of the price for the manufacture of the Articles; and (ii) the remaining 50% of the price for the shipping of the Articles.

7.4. The Seller reserves the right to refuse any order from a Buyer with whom a dispute is pending or has already arisen in the past.

7.5. In case the Buyer's bank refuses the payment, the order will be automatically cancelled.

7.6. The Seller accepts the following payment methods: Visa, Mastercard, Maestro, Bancontact and PayPal

7.7. The Buyer assures that it is entitled to make online payments using any of the above payment methods and that there is sufficient funds in the bank account to cover all charges arising from the transaction.

8. INVOICE - VAT EXEMPTION (EXPORT AND INTRA-COMMUNITY DELIVERY)

8.1. Invoices for intra-community deliveries to a VAT-registered entity or person from another EU Member State or exports abroad, can only be exempted from VAT for Buyers with a foreign VAT number and if the Articles are collected by a registered shipping company or carrier, who transmits the necessary documents guaranteeing that the purchased Articles have left the Belgian territory or the European Union. In case of intra-community delivery, the validity of the Buyer's stated VAT number will be verified.

8.2. If the Articles are delivered to the Buyer or his representative in Belgium, the VAT paid can only be refunded if it can be proved with customs documents that the Articles have left the EU. In the case of intra-community delivery, this can be proved with genuine transport documents and payment of the invoice via a bank account in the name of the Buyer in the EU Member State of destination.

9. DELIVERY OF THE ORDER

9.1. Delivery will take place upon receipt of full payment in accordance with article 7.1.

9.2. The Articles will be delivered via an approved art transporter service, at the Buyer's expense.

9.3. The place of delivery is the address entered by the Buyer when placing the order. The Buyer guarantees sufficient accessibility and parking space for loading and unloading at the delivery address.

9.4. The applicable delivery costs and delivery times will be displayed after completing the ordering process via the Webshop and via-email before the order can be finally placed by the Buyer.

9.5. The delivery of the Articles is made only on the ground floor of the delivery address provided. If the Article needs to be moved from the ground floor to another floor, the Buyer may organise this on its own, in which case it assumes all responsibility for this. Accordingly, the Seller cannot be held liable for any resulting damage. The Buyer may also choose to engage the Seller. If the order is placed via the Webshop, the Buyer shall mention in the section "Comments for the order" that the Article is to be delivered on a different floor, after which the Seller shall provide the price for this via e-mail, which the Buyer still needs to confirm by e-mail in case of agreement. If the order is placed by e-mail, the Buyer will mention when placing the order that the Article is to be delivered on another floor. The Seller will include the price for this in the offer or communicate it after the Buyer has placed the order, which still needs to be confirmed by the Buyer by e-mail.

9.6. The Seller shall meet the indicated delivery dates to the best of his ability and may, if necessary, split delivery into partial deliveries. However, these deadlines are given by way of indication only, as the Seller is also dependent on external parties, such as the art transporter on whom the Seller relies for delivery. Under no circumstances shall the Buyer be entitled to compensation for exceeding the delivery period. If delivery within the initially agreed delivery period would not be possible, an additional delivery period will be agreed with the Consumer, non-compliance with which by the Seller entitles the Consumer to cancel the order.

9.7. The risk of damage and/or loss of Articles shall be borne by the Seller until the time of delivery to the Buyer or a representative designated in advance and communicated to the Seller in accordance with article 9.2, unless expressly agreed otherwise.

9.8. Upon delivery, the Buyer must promptly unpack and carefully inspect the Article for any faults or visible damage. Any defects or issues must be reported to the Seller in writing within 24 hours of delivery. Failure to do so may affect the eligibility for repair, replacement, or other remedies.

9.9. The Seller shall not be held responsible for any damage resulting from the mounting or installation of the Article, when mounting is carried out by the Buyer or on behalf of the Buyer.

10. COLLECTION OF THE ORDER

10.1. The Buyer may also choose to collect the ordered Articles (at their own expense and risk) on site by appointment. In such cases, the risk of damage, loss, or any other issue transfers to the Buyer at the moment of pickup.

The Seller shall not be held liable for any damage occurring during handling, loading, or transport once the Article has been collected by the Buyer or a third party acting on their behalf. The Buyer is solely responsible for ensuring appropriate protection, transportation, and handling of the Article after pickup.

11. INSTALLATION OF THE ARTICLES

11.1. The Buyer may choose to have the Articles installed at an additional cost.

11.2. The Seller reserves the right to have the installation of the Articles carried out by third parties. These third parties remain solely responsible for the performance of their works and liable for any damage they may cause as a result. Subject to exceptions, the Seller shall invoice the Buyer directly.

11.3. The Seller is entitled to suspend the installation of the Articles if the Buyer does not fulfil its payment obligations in full in accordance with article 7.

11.4. The Buyer guarantees a good accessibility of the space where the Articles are to be installed with sufficient space to move around in a smooth manner. The Buyer warrants the guarding of the space so that the Seller cannot be liable for any damage and/or loss resulting from an act by a third party.

12. RIGHT OF WITHDRAWAL FOR CONSUMERS

12.1. If the Consumer wishes to withdraw from the purchase after delivery, he must notify the Seller in writing via e-mail by completing the withdrawal form (<https://economie.fgov.be/sites/default/files/Files/Forms/Formulier-herroeping.pdf>) or another unambiguous statement and this within 14 days of receiving the Standard Articles. The Consumer does not have a right of withdrawal for Tailor-made Articles.

12.2. In that case, the Standard Articles must be returned by the Consumer as soon as possible but in any case within 14 days following the notification as indicated under 12.1. to the Seller's address as stated above. The Standard Articles must still be packed in their original packaging and must be unused.

12.3. The shipping costs for returning the Standard Articles from the Consumer to the Seller shall always be borne by the Consumer.

12.4. Upon receipt of the returned, unused Standard Articles, the original packaging will be checked and if there are no damages, the amount due will be transferred back to the Consumer in the same manner in which payment was made when the order was placed.

12.5. In case of damage to the packaging and/or the Standard Articles, the Consumer will be notified via e-mail by the Seller. In this case, the Consumer is not entitled to a refund of the Standard Articles. The Standard Articles will remain at the Consumer's disposal for 14 days at the Seller's address as above. The Standard Articles may be returned to the Consumer at the Consumer's request and expense.

13. FORCE MAJEURE

13.1. Any order for Articles may be cancelled by the Seller after simple written notification and without compensation or its execution may be postponed if a Force Majeure situation occurs.

13.2. Upon notification of delay in execution of the order of Articles due to Force Majeure, the Buyer also has the option, if the Force Majeure situation persists for more than 14 calendar days, to cancel the order without owing any compensation.

14. RETURNS AND WARRANTY

14.1. With regard to the Buyer who is not a Consumer, the Articles are deemed to have been received, even if the transport is arranged by the Seller at the expense of the Buyer. To be taken into consideration, complaints regarding a visible defect or visible non-conformity of the Articles must be formulated in writing by the Buyer to the Seller within 24 hours following receipt and before the Articles are installed. In case such a visible defect or visible non-conformity has been confirmed by the Seller, then the Seller shall, in agreement with the Buyer, supply an alternative Article or refund the price of the returned Article, to the exclusion of any other measure (such as damages or other compensation).

14.2. In case the Buyer is a Consumer, it will benefit from a warranty of 2 years from date of delivery for any lack of conformity that manifests itself within the 2 years, unless the Article has a shorter lifespan. In this case, the guarantee is limited to the lifespan of the Article. This guarantee can only be invoked if the Consumer reports the defect within 2 months from the day the Consumer discovered the defect. If a conformity defect manifests itself within a period of 2 years from the delivery of the Article, the presumption that this defect existed at the time of delivery shall apply as proof to the contrary, unless this presumption is incompatible with the nature of the Article or with the nature of the conformity defect.

14.3. The Articles are delivered with the usual characteristics. Unless otherwise expressly accepted by the Seller, the Seller cannot guarantee homogeneity of appearance or shade (either for a particular colour or for the same manufacture), as this may vary based on the raw materials used. No complaint regarding such aesthetic aspect of the Article can be accepted by the Seller.

14.4. With regard to the Buyer who is not a Consumer and with regard to the Consumer after the 2-year guarantee period as set out in article 14.3 has expired, the regulation on hidden defects as set out in this article shall apply. The Seller is bound to indemnify for the hidden defects of the Article sold, which render it unsuitable for the use for which the Buyer intended it, or which reduce this use to such an extent that the Buyer, had it known the defects, would not have bought the Article or would have bought it only at a lower price. In the event of a hidden defect, the Buyer has the choice of either returning the Article and obtaining a refund of the price, or keeping the Article and obtaining a partial refund of the price.

14.5. The Articles (such as, for example, tables) are only suitable for indoor use unless otherwise specified by the Seller. Defects or non-conformities (and deteriorations) are excluded from the guarantee if they are caused by incorrect use, external causes such as incorrect handling, faulty storage or improper installation, harmful substances, chemical or abnormal biological attack, exceptional circumstances such as storms, floods and cases of force majeure, falling objects, soiling by dust, soot, paint or in general by external mechanical factors, vandalism, breakage or scratches as well as other degradations that can easily be avoided by regular inspection and maintenance in accordance with the instructions of the Seller. Maintenance instructions can be consulted on the website: <https://kasanai.com/care-guide/>

15. LIABILITY

15.1. The Seller shall never be liable for errors due to insufficient or incorrect input by the Buyer. Nor shall there be any liability on the part of the Seller if the Articles are wrongly used by the Buyer or a third party.

15.2. Under no circumstances shall the Seller be liable for any indirect damage, consequential damage, immaterial damage or trading loss. In the event of liability for direct damage due to fraud, intent or gross negligence on the part of the Seller any compensation shall never be able to exceed the amount of the value of the Articles purchased.

15.3. However, any limitation of liability in articles 15.1 and 15.2 will not apply if the damage involves physical injury or death.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. The Seller is the holder of the Intellectual Property Rights relating to, inter alia, the Articles. These rights are in no way transferred to the Buyer.

17. PROCESSING OF PERSONAL DATA

17.1. The Seller collects the following personal data from the Buyer in order to perform the contract with it: first and last name, country, street and house number, city, postal code, email address and, telephone number. These personal data are shared with third-party partners on which the Seller relies (CRM, sales, invoicing, accounting, general processing of documents, transport) and this, if applicable, outside the European Economic Area, with the necessary measures and safeguards being taken by the Seller to ensure appropriate protection of the personal data. These personal data will never be sold or passed on to third parties for commercial purposes. The personal data are kept as long as this is necessary for the execution of the agreement with the Buyer and until 7 years after the termination of the agreement. The Buyer has the right to request from the Seller the inspection, rectification or erasure of personal data or, in certain cases, the restriction of the processing on it, as well as the right to object to the processing and the right to data portability (the latter only for data provided by the Buyer himself). In addition, the Buyer may lodge a complaint with the Data Protection Authority (Drukpersstraat 35, 1000 Brussels, +32 2 274 48 00, contact@apd-gba.be), but the Seller always requests to contact it first if, in the Buyer's opinion, a problem should arise. For more information, see our privacy policy on the website: <https://kasanai.com/privacy-policy/>

18. NOTIFICATIONS

18.1. All notifications between Buyer and Seller shall be made by e-mail via the e-mail address as mentioned above, as well as the e-mail address provided by the Buyer.

19. MODIFICATION

19.1. The Seller reserves the right to modify these General Terms and Conditions of Sale at any time. In the event of modification during the execution of the order, the Seller shall notify the Buyer of the modified text. In the absence of a written protest within 14 days of notification of the modified text, the Buyer is deemed to have agreed to the modified text and this modified text binds the Buyer for the current order. If the Buyer does not agree to the modifications and notifies the Seller within 14 days of the notification, the Buyer has the right to cancel the order.

20. APPLICABLE LAW AND COMPETENT COURT

20.1. The sale of the Articles and these General Terms and Conditions of Sale are governed exclusively by Belgian law, to the exclusion of the 1980 Vienna Sales Convention.

20.2. If the agreement is concluded between the Consumer and the Seller, the court of the Consumer's domicile shall have jurisdiction to settle the dispute. For other disputes, the court of Antwerp, Antwerp division shall have exclusive jurisdiction.

20.3. For Consumers, there is also the possibility of recourse to alternative dispute resolution through the Consumer Ombudsman Service (North Gate II, Koning Albert II-laan 8 Bus 1 1000 Brussels, tel : 02 702 52 00, contact@consumentenombudsdienst.be, www.consumentenombudsdienst.be/nl). If you are a Consumer resident in a European country other than Belgium, we refer you to the European Commission's online dispute resolution portal: <https://ec.europa.eu/odr>.