

EU – Right of withdrawal

Were you a little too impulsive when placing an online order? Gold is the product you received in good condition but you do not like it? In other words: do you want to cancel your purchase? Know then that you have a right of withdrawal of 14 days; in principle, if you bought the product from a European site and if the seller is a trader.

What is the role of ProCollecta?

ProCollecta who is operating the online platform does not sell products or services as such. It gives third parties (professional or private sellers) the opportunity to offer their products for sale via its online platform, enabling them to use the logistics of the platform (layout, order procedure, payment system etc.) to enter into contracts with consumers.

Purchases made via ProCollecta are non-binding for the platform operator, which means that you have no redress with them in the event of problems with the order

Who is the seller?

Before buying from ProCollecta you should check who the vendor of the offer is. The platform is obliged to provide you with contact data of relevant sellers for any products or services on offer.

Why? Because the seller is solely responsible in the event of a problem with your purchase.

It will also enable you to establish whether the seller is a trader or private seller, and whether they are based inside or outside the EU. Is the seller a private individual? In that case you are not protected by consumer laws such as the right of withdrawal and legal guarantee. Is the professional seller based outside the EU? In such cases it will be difficult to assert your rights if problems occur.

How do you prevent fraud?

ProCollecta is not obliged to check a seller's true identity. Fraudsters use this loophole to present misleading or even fictitious offers.

Be vigilant, because ProCollecta is not liable for the content of offers, photographs and other information posted therein by sellers. This means that you have no redress with ProCollecta if you are the victim of a fraudulent offer.

In order to minimise fraud ProCollecta provides a central payment system on her website. Once the product or service has been supplied the platform transmits the money to the seller. If

problems occur you can notify ProCollecta to stop the money from being transmitted until the dispute is resolved.

Always pay via ProCollecta and never comply with requests from sellers to complete the sale or payment outside the platform, e.g. via e-mail.

Problems with delivery?

Have you confirmed and paid for your order? Then all you can do is wait for delivery of your online purchase. Unfortunately, this does not always go according to plan:

- your parcel does not arrive
- you receive the wrong parcel
- the contents of your parcel are damaged

My parcel has not arrived

The delivery of your online purchase must be completed within the term stated in the sale agreement. This is normally **thirty days**.

Is this not the case? Communicate a new (reasonable) delivery term to the seller, preferably via e-mail. Does the trader not meet the new delivery term? In that case, you can terminate the contract and request a full refund.

I received the wrong parcel

You've probably at some point opened a parcel to find that it contained the wrong item.

In such cases, you are entitled to request a replacement. You are backed by European legislation on **conformity guarantees**. The seller must pay for any costs involved.

Is it not possible to exchange an article, e.g. because it is not in stock? Or can your online purchase not be delivered within a reasonable time frame? State that you want to **cancel your order** and request a full refund of the purchase price and delivery cost.

The contents of the parcel are damaged

The **seller is responsible for any damage** to your online order during delivery, even if the damage was caused by the courier.

But remember: if you accept the delivery, the seller will no longer be liable for the damage. In other words: have you (or someone on your behalf) accepted the parcel? In that case, **you have**

accepted its present condition. It will be difficult to get a refund from the seller for damages you have identified later on, such as scratches, tears or marks.

How to avoid this?

1. Ask the courier to wait while you check your parcel. Is it damaged? Refuse to accept it. Or accept it provisionally and note your comments on the delivery note.
2. Take photographs of the damaged packaging.
3. Immediately contact the seller in writing – by e-mail or registered post. And request a credit note or refund.

Three tips on how to return a parcel

Are you returning a parcel to the seller that contains the **wrong** or a **damaged** item? Remember these tips:

1. Never return the parcel without prior approval from the seller.
2. Comply with the returns procedure as instructed by the seller.
3. Is the seller not collecting the parcel? Use a secure transport method and keep hold of any proof of return shipment to get a refund from the seller for the cost of returning the item.

How long did I go to it?

Do you want to cancel your purchase? You must do so within the **context** of the day of delivery of your order (for a product). If the seller did not notify you of your right to cancel when you place the order, the cancellation period is extended by 12 months.

Notify the seller **in writing** of your decision to cancel the purchase. By e-mail, registered post or by completing a cancellation form. You are not obligated to indicate why you want to cancel your purchase.

When and how does the seller have to pay me back?

Have you notified the trader that you want to cancel the purchase? En ce que box, the trader will have **fourteen days** from the time of your notification to give you a full refund (including delivery costs and taxes). However, he is entitled to wait until he receives the returned parcel.

You can demand that the seller uses the same payment method as the one when you place the order.

When and how do I have to return the product?

Return the item **within fourteen days** once you have the selling of your decision to cancel the purchase. Three tips:

1. Comply with any procedures imposed by the seller. Specifically ask for them.
2. Check that the return address is correct: the head office and warehouse may be at different locations.
3. Choose a secure dispatch method and retain any proof.

Note : You will have to pay for the return shipment, unless the seller failed to inform you.

Purchases from private sellers are binding. You can therefore not invoke your right of withdrawal.
The bids at our auction are binding.