

General Terms and Conditions

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Article 1 - Definitions

Article 1 - Definitions

In these Terms and Conditions the following definitions apply:

Ancillary Agreement: an agreement under which the Consumer acquires products, digital content and/or services in connection with a distance contract and those products, digital content and/or services are supplied by the Entrepreneur or by a third party on the basis of an arrangement between that third party and the Entrepreneur;

Grace period: the period within which the consumer can exercise his right of withdrawal;

Consumer: the natural person who is not acting for purposes related to his trade, business, craft or profession;

Day: calendar day;

Digital content: data produced and delivered in digital form;

Long-term contract: a contract for the regular supply of goods, services and/or digital content for a specified period;

Durable data carrier: every tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that allows future consultation or use during a period that is tailored to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;

Right of withdrawal: the consumer's option to waive the distance contract within the cooling-off period;

Entrepreneur: the natural or legal person who offers products, (access to) digital content and/or services to consumers at a distance;

Distance contract: a contract concluded between the Entrepreneur and the Consumer under an organized system for the distance sale of products, digital content and/or services, where, up to and

including the conclusion of the contract, exclusive or joint use is made of one or more techniques for distance communication;

Model withdrawal form: the European model withdrawal form included in Annex I of these terms and conditions;

Technique for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur having to be together in the same room at the same time;

Article 2 - Identity of the Trader

Name Merchant: MNLEA B.V.

Registered address:

MNLEA B.V.

Zutphenseweg 23

7418 AG Deventer

The Netherlands

Telephone number: 00316 48 31 71 68

MNLEA can be reached from Mondays to Sunday between 9:00 and 22:00 CET, with exception of public holidays.

Email address: contact@mnlea.nl

Chamber of Commerce number: 88696634

VAT identification number: NL86 4734 657 B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by Trader and to every Distance Contract that has been realized between Trader and Consumer.
2. Trader can only fulfill an order to a existing delivery address
3. Prior to the conclusion of a Distance Contract, the text of these general terms and conditions will be made available to Consumer. If this is not reasonably possible, Trader will indicate, before the Distance Contract is concluded, in what way the general terms and conditions are available for inspection at the Trader's premises and that they will be sent free of charge to Consumer, as quickly as possible, at Consumer's request.
4. If the Distance Contract is concluded electronically, then, contrary to the previous paragraph, and before the Distance Contract is concluded, Consumer will be provided with the text of these general terms and conditions electronically, in such a way that Consumer can easily store them on a Durable Medium. If this is not reasonably possible, then before concluding the Distance Contract, Trader will indicate where the general terms and conditions can be inspected electronically and that at his request they will be sent to Consumer free of charge, either electronically or in some other way.
5. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and Consumer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 4 - The offer

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.

2. The offer contains a complete and accurate description of the products, Digital Content and/or services being offered. The description is sufficiently detailed to enable Consumer to make a proper assessment of the offer. If Trader makes use of illustrations, these will be a true representation of the products and/or services being offered. Trader is not bound by obvious errors or mistakes in the offer.
3. Every offer contains information that makes it clear to Consumer what rights and obligations are related to the acceptance of the offer.

Article 5 - The contract

1. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which Consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If Consumer has accepted the offer electronically, Trader will immediately confirm receipt of acceptance of the offer electronically, it being understood that Trader may revoke such order confirmation in respect of offers made in the online outlet within 10 days after Consumer has received such order confirmation in which case (i) no contract deemed to have been concluded and (ii) any payments made shall be reimbursed to Consumer in accordance with Article 9. Consumer can dissolve the contract as long as this acceptance has not been confirmed by Trader.
3. If the contract is concluded electronically, Trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If Consumer is able to pay electronically, Trader will take suitable security measures.
4. Trader may obtain information – within statutory frameworks – about Consumer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the Distance Contract. If that research gives Trader proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.
5. Trader will send to Consumer, at the latest when delivering a product, service or Digital Content, the following information, in writing, or in such a way that Consumer can store it on an accessible Durable Medium:
 1. the office address of Trader's business location where Consumer can lodge complaints;
 2. the conditions under which Consumer can make use of the Right of Withdrawal and the method for doing so, or a clear statement relating to preclusion from the Right of Withdrawal;
 3. information on guarantees and existing after-sales service;
 4. the price, including all taxes on the product, service or Digital Content; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing the Distance Contract;
 5. the requirements for terminating the contract, if the duration of the contract exceeds one year or if it is indefinite;
 6. if Consumer has a Right of Withdrawal, the Model Form for Right of Withdrawal.
 7. In case of an Extended Duration Contract, the stipulation in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

Upon delivery of products

1. When purchasing products, Consumer has the right to dissolve a contract, without giving reasons, during a period of at least 14 Days. Trader is allowed to ask Consumer for the reason of this dissolution, but Consumer is under no obligation to state his/her reason(s).

2. The period stipulated in para. 1 commences on the Day after the product was received by Consumer, or a third party designated by Consumer, who is not the transporting party, or:
3. if Consumer has ordered several products: the Day on which Consumer, or a third party designated by Consumer, received the last product. Trader may refuse a single order for several products with different delivery dates, provided he clearly informed Consumer of this prior to the ordering process.
4. if the delivery of a product involves different deliveries or parts: the Day on which Consumer, or a third party designated by Consumer, received the last delivery or the last part;
5. with contracts for the regular delivery of products during a given period: the Day on which Consumer, or a third party designated by Consumer, received the last product. Upon delivery of services and Digital Content that is not supplied on a material medium:
6. Consumer has the right to dissolve a contract, without giving reasons, for the supply of Digital Content that is not supplied on a material medium during a period of at least fourteen Days. The Trader is allowed to ask Consumer for the reason of this dissolution, but Consumer is under no obligation to state his/her reason(s).
7. The period stipulated in para. 3 commences on the Day after the contract was concluded. Extended Withdrawal Period for products, services and Digital Content that is not supplied on a material medium in the event a Consumer was not informed about the Right of Withdrawal:
8. If Trader did not provide Consumer with the statutorily obligatory information about the Right of Withdrawal or if the Model Form for Right of Withdrawal was not provided, (which the customer can find on www.mnlea.nl) the Withdrawal Period ends twelve months after the end of the originally stipulated Withdrawal Period based on the previous paragraphs of this article.
9. If Trader provided Consumer with the information referred to in the previous paragraph within twelve months of the commencing date of the original Withdrawal Period, the Withdrawal Period shall end 14 Days after the Day on which Consumer received the information.

Article 7 - Consumers' obligations during the Withdrawal Period

1. During the Withdrawal Period, Consumer shall treat the product and its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that Consumer may only handle and inspect the product in the same way that he would be allowed in a shop.
2. Consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in para. 1.
3. Consumer is not liable for the product's devaluation if Trader did not provide him with all the statutorily obligatory information about the Right of Withdrawal before the contract was concluded.

Article 8 - Consumers who exercise their Right of Withdrawal and the costs involved

1. Consumer who wants to exercise his Right of Withdrawal shall report this to Trader, within the Withdrawal Period, by means of the Model Form for Right of Withdrawal or in some other unequivocal way.
2. As quickly as possible, but no later than 14 Days after the Day of reporting as referred to in para. 1, Consumer shall return the product, or hand it over to (a representative of) Trader. This is not necessary if Trader has offered to collect the product himself.

Consumer will in any case have complied with the time for returning goods if he sends the product back before the Withdrawal Period has lapsed.

3. Consumer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the Trader.
4. Your shipment must meet the following conditions:
 - ✓ The item must be returned unused, unwashed, undamaged, including all attached labels in the original packaging.
 - ✓ If applicable, the hygiene strip should still be present.
 - ✓ The item must not contain any traces of wear such as perfume, stains, smoke or cooking smell.
 - ✓ Return shipments must be received by us within 14 days of receipt. Outside this period, the return shipment can be refused.
5. Articles that do not meet these conditions 8.4 will not be accepted. MNLEA reserves the right to refuse returns if it is suspected that the products have been used or damaged through no fault of ours. This also applies if the items have been mishandled.
6. The risk and the burden of proof for exercising the Right of Withdrawal correctly and in time rest upon Consumer.
7. Consumer bears the direct costs of returning the product. If Trader has not declared that Consumer shall bear these costs or if Trader indicates a willingness to bear these costs himself, then Consumer shall not be liable to bear the costs of returning goods.
8. If Consumer exercises his Right of Withdrawal, after first explicitly having asked that the service provided or the delivery of gas, water or electricity not prepared for sale shall be implemented in a limited volume or a given quantity during the period of withdrawal, Consumer shall owe Trader a sum of money that is equivalent to that proportion of the contract that Trader has fulfilled at the moment of withdrawal, in comparison with fulfilling the contract entirely.
9. Consumer shall bear no costs for implementing services or the supply of water, gas or electricity not prepared for sale – in a limited volume or quantity – or for delivering city central heating, if:
 1. Trader did not provide Consumer with the statutorily obligatory information about the Right of Withdrawal, the costs payable in the event of withdrawal or the Model Form for Right of Withdrawal, or;
 2. Consumer did not explicitly ask about the commencement of implementing the service or the delivery of gas, water, electricity or city central heating during the period of withdrawal.
 3. Consumer shall bear no costs for the entire or partial supply of Digital Content that is not supplied on a material medium, if:
 4. prior to delivery, he did not explicitly agree to commencing fulfilment of the contract before the end of the period of withdrawal;
 5. he did not acknowledge having lost his Right of Withdrawal upon granting his permission; or
 6. the Trader neglected to confirm this statement made by the Consumer.
 7. If Consumer exercises his Right of Withdrawal, all Supplementary Agreements are legally dissolved.

Article 9 - Traders' obligations in a case of withdrawal

1. If Trader makes it possible for Consumer to declare his withdrawal via electronic means, then after receiving such a declaration, he sends immediate confirmation of receipt.

2. For any reimbursement, Trader will use the same payment method that was initially used by Consumer, unless Consumer agrees to another method. Reimbursement is free of charge for Consumer.
3. If Consumer chose an expensive method of delivery in preference to the cheapest standard delivery, Trader does not have to refund the additional costs of the more expensive method.

Article 10 - Precluding the Right of Withdrawal

Upon delivery of products

1. Products or services whose prices are subject to fluctuations on the financial market over which Trader has no influence and which can occur within the period of withdrawal;
2. Contracts concluded during a public auction. A public auction is defined as a sales method whereby Trader offers products, Digital Content and/or services at an auction, under the directions of an auctioneer, and whereby the successful purchaser is obliged to purchase the products, Digital Content and/or services;
3. Service contracts, after full completion of the service, but only if:
 1. implementation started with the explicit prior agreement of Consumer; and
 2. Consumer declared having lost his right or withdrawal as soon as the Trader had completed the contract in full;
4. Service contracts providing access to accommodation, if the contract already stipulates a certain date or period of implementation and other than for the purpose of accommodation, the transport of goods, car rental services and catering;
5. Contracts relating to leisure activities, if the contract already stipulates a certain date or period of implementation;
6. Products manufactured according to Consumer's specifications, which were not prefabricated and were made based on Consumer's specific choice or decision, or which are clearly intended for a specific person;
7. Products subject to rapid decay or with a limited shelf-life;
8. Sealed products that, for reasons relating to the protection of health or hygiene, are unsuited to returning and whose seal was broken subsequent to delivery;
9. Products that, due to their nature, have been irretrievably mixed with other products;
10. Alcoholic drinks whose price was agreed when concluding the contract, but the delivery of which can only take place after 30 Days, and the actual value of which depends on market fluctuations over which Trader has no influence;
11. Sealed audio/video-recordings and computer apparatus whose seal was broken after delivery;
12. The delivery of Digital Content other than on a material medium, but only if:
 1. the delivery commenced with Consumer's explicit prior agreement, and
 2. Consumer declared that this implied his having lost his Right of Withdrawal.

Article 11 - The price

Upon delivery of products

1. Products or services whose prices are subject to fluctuations on the financial market over which Trader has no influence and which can occur within the period of withdrawal;
2. Contracts concluded during a public auction. A public auction is defined as a sales method whereby Trader offers products, Digital Content and/or services at an auction, under the directions of an auctioneer, and whereby the successful purchaser is obliged to purchase the products, Digital Content and/or services;
3. Service contracts, after full completion of the service, but only if:
 1. implementation started with the explicit prior agreement of Consumer; and

2. Consumer declared having lost his right or withdrawal as soon as the Trader had completed the contract in full;
4. Service contracts providing access to accommodation, if the contract already stipulates a certain date or period of implementation and other than for the purpose of accommodation, the transport of goods, car rental services and catering;
5. Contracts relating to leisure activities, if the contract already stipulates a certain date or period of implementation;
6. Products manufactured according to Consumer's specifications, which were not prefabricated and were made based on Consumer's specific choice or decision, or which are clearly intended for a specific person;
7. Products subject to rapid decay or with a limited shelf-life;
8. Sealed products that, for reasons relating to the protection of health or hygiene, are unsuited to returning and whose seal was broken subsequent to delivery;
9. Products that, due to their nature, have been irretrievably mixed with other products;
10. Alcoholic drinks whose price was agreed when concluding the contract, but the delivery of which can only take place after 30 Days, and the actual value of which depends on market fluctuations over which Trader has no influence;
11. Sealed audio/video-recordings and computer apparatus whose seal was broken after delivery;
12. The delivery of Digital Content other than on a material medium, but only if:
 1. the delivery commenced with Consumer's explicit prior agreement, and
 2. Consumer declared that this implied his having lost his Right of Withdrawal.

Article 12 - Contract fulfilment and extra guarantee

1. Trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed Trader also guarantees that the product is suited for other than normal designation.
2. An extra guarantee arrangement offered by Trader, manufacturer or importer can never affect the statutory rights and claims that Consumer can enforce against the Trader on the grounds of the contract if the Trader failed to fulfill his part in the contract.
3. An extra guarantee is defined as every commitment of Trader, his supplier, importer or manufacturer that grants Consumer rights or claims, in excess of those provided by law, for the event that he fails to fulfil his part in the contract.

Article 13 - Supply and implementation

1. Trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is deemed to be the address that Consumer makes known to the company.
3. Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 Days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, Consumer will be informed about this at the latest 30 Days after the order was placed. In this case, Consumer has a right to dissolve the contract free of charge and a right to possible damages.
4. Following dissolution in accordance with the previous paragraph, Trader refunds Consumer immediately the sum he had paid.
5. Mnlea is not responsible for damage or loss by transport companies.

Article 14 - Extended duration transactions: duration, termination and prolongation

Termination

1. Consumer has a right at all times to terminate an open-ended contract that was concluded for the regular supply of products (including electricity) or services, subject to the agreed termination rules and a period of notice that does not exceed one month.
2. Consumer has a right at all times to terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at the end of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed one month.
3. With respect to contracts as described in the first two paragraphs, Consumer can:
 - terminate them at all times and not be limited to termination at a specific time or during a specific period;
 - terminate them in the same way as that in which they were concluded;
 - always terminate them subject to the same period of notice as that stipulated for Trader.

Prolongation

4. A fixed-term contract that was concluded for the regular supply of products (including electricity) or services may not be automatically prolonged or renewed for a fixed period of time.
5. In departure from that which is stated in the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers or magazines may be automatically prolonged for a fixed term that does not exceed three months, if Consumer is at liberty to terminate this prolonged contract towards the end of the prolongation, with a period of notice that does not exceed one month.
6. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if Consumer has at all times the right to terminate, with a period of notice that does not exceed one month and, in the case of a contract to supply daily or weekly newspapers or magazines regularly but less than once per month, a period that does not exceed three months.
7. A fixed term contract for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial subscriptions or introductory subscriptions) will not be automatically prolonged and will automatically terminate at the end of the trial period or introductory period.

Duration

8. If the fixed-term of a contract exceeds one year, then after one year Consumer has at all times a right to terminate, with a period of notice that does not exceed one month, unless reasonableness and fairness dictate that premature termination of the contract would be unacceptable.

Article 15 - Payment

1. As far as no other date is stipulated in the contract or supplementary conditions, sums payable by Consumer should be paid within 14 Days after commencement of the Withdrawal Period, or in the absence of a Withdrawal Period within 14 Days after the conclusion of the contract. In the case of a contract to provide a service, this 14-Day period starts on the Day after Consumer received confirmation of the contract.
2. When selling products to Consumers, the general terms and conditions may never stipulate an advance payment in excess of 50%. Where advance payment is stipulated,

Consumer cannot invoke any rights whatsoever in relation to the implementation of the order or service(s) in question before the stipulated advance payment has been made.

3. Consumer is obliged to report immediately to Trader any inaccuracies in payment data provided or stated.
4. If a Consumer fails to fulfil his payment obligation(s) in good time, after Trader has informed Consumer about the late payment, Consumer is allowed 14 Days in which to fulfil the obligation to pay; if payment is not made within this 14-Day period, statutory interest will be payable over the sum owed and Trader has the right to charge reasonable extrajudicial costs of collection he has incurred. These costs of collection amount to, at the most: 15% of unpaid sums up to €2,500; 10% over the next €2,500; and 5% over the next €5,000, with a minimum of €40. Trader can make departures from these sums and percentages that are favorable to Consumer.

Article 16 – Deviations

Trader cannot guarantee that the color, size and/or text of the product as shown on the website are exactly similar to the product as delivered to Consumer by Trader.

Article 17 - Privacy

The personal details as provided by Consumer for placing of an order will be processed in accordance with the Privacy Policy.

Article 18 – Intellectual Property

Trader owns all intellectual property rights related to the product and website.

Article 19 – Liability

1. As far as permitted by law, Trader excludes all liability for any damages incurred by Consumer if the product ordered by Consumer is not available and/or delivered (on time).
2. Without prejudice to the provisions of Article 20.1, and as far as permitted by law, Trader's liability will be limited to maximum amount of the purchase price of the concerning product.

Article 20 – Force Majeure

1. In the event of force majeure Trader has the right to suspend all her obligations under the Supplementary Agreement. An event of force majeure includes strikes, breakdowns, sickness or import/export bans at Trader or at third parties engaged by Trader.
2. In the event it is clear that the period of force majeure will last longer than two months, either of the parties has the right to dissolve the Supplementary agreement without having the obligation to pay any damages.

Article 21 – Questions and Complaints

1. For questions/information User can contact the service department at telephone number: 0316 48 31 71 68 or at the e-mail address contact@mnlea.nl

2. In the event Consumer is not satisfied with the product or with any other products and/or services of Trader, Consumer has the possibility to file a complaint at the service department at telephone number 0316 48 31 71 68 or at the e-mail address contact@mnlea.nl. This must be done within fourteen (14) calendar Days following the Day Consumer discovered or should reasonably have discovered the reason to file the complaint.

Article 22 – Governing Law and Competent Court

1. These general terms and conditions and the Supplementary agreement are governed by Dutch law.
2. Any and all disputes arising from the General Conditions and the Distant Contract and Supplementary Agreement will be submitted to the competent court of Amsterdam, The Netherlands.