

# Terms and conditions webshop

## Introduction

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website or place an order through our Website, and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

## Article 1. Definitions

- 1.1. **Melopacare:** based in the Netherlands and registered with the Chamber of Commerce under file number 83543880, trading as Melopacare.
- 1.2. **Website:** the Website of Melopacare, to be found on [www.melopacare.com](http://www.melopacare.com) and all of its subdomains.
- 1.3. **Customer:** the natural person or corporation who enters into an agreement with Melopacare and/or is registered on the Website.
- 1.4. **Agreement:** any arrangement or agreement between Melopacare and Customer of which the General Terms and Conditions are an integral part.
- 1.5. **General Terms and Conditions:** these General Terms and Conditions.

## Article 2. Applicability of the General Terms and Conditions

- 2.1. The General Terms and Conditions apply to all offers, agreements and deliveries of Melopacare, unless explicitly agreed otherwise in writing.
- 2.2. If Customer in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon Melopacare if and in so far as Melopacare has accepted them in writing.
- 2.3. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, Customer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

## Article 3. Prices and information

- 3.1. All prices posted on the Website and in other materials originating from Melopacare include taxes and other levies imposed by the government, unless stated otherwise on the website.
- 3.2. If shipping costs are charged, these will be clearly stated in good time before the contract is concluded. These costs will also be displayed separately in the ordering process.
- 3.3. The content of the Website is composed with the greatest care. Melopacare cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from Melopacare are subject to obvious programming and typing errors.
- 3.4. Melopacare cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

#### **Article 4. Conclusion of the Agreement**

- 4.1. The Agreement will be deemed to be concluded at the moment Customer accepts the offer of Melopacare subject to the conditions laid down by Melopacare.
- 4.2. If Customer has accepted the offer by electronic means, Melopacare will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, Customer will have the possibility to terminate the Agreement.
- 4.3. If it is found that, in accepting or otherwise entering into the Agreement, Customer has provided incorrect data, Melopacare will have the right to postpone the Agreement until the correct data is received.

#### **Article 5. Registration**

- 5.1. To make optimal use of the Website, Consumer can register using the registration form/the account sign-in option on the Website.
- 5.2. During the registration process, Consumer will be asked to choose a user name and password with which he can log on to the Website. Consumer alone is responsible for choosing a sufficiently reliable password.
- 5.3. Consumer must keep its login credentials, user name and password strictly confidential. Melopacare cannot be held liable for any misuse of the login credentials and is always entitled to assume that Consumer who logs on to the Website is the party that it professes to be. Consumer is responsible for and bears the full risk of any and all actions and transactions performed via Consumer's account.

- 5.4. If Consumer knows or has reason to suspect that its login details have become available to unauthorised parties, it will be required to change its password as soon as possible and/or to notify Melopacare accordingly so as to allow Melopacare to take appropriate measures.

## **Article 6. Execution of the Agreement**

- 6.1. As soon as Melopacare has received the order, it will send the products to Consumer without delay and with due regard for the provisions of paragraph 3 of this article.
- 6.2. Melopacare is authorised to engage third parties in the fulfilment of its obligations under the Agreement.
- 6.3. In principle, the delivery term is 10 working days. Delivery may be effected in various ways, at the discretion of Melopacare.
- 6.4. If Melopacare is unable to deliver the products within the agreed term, it will notify Consumer accordingly. In that case Consumer can decide either to agree to a new delivery date or to terminate the Agreement without incurring any costs.
- 6.5. Melopacare advises Consumer to inspect the products upon delivery and to report any defects within an appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.
- 6.6. The risks associated with the products will transfer to Consumer as soon as the products are delivered at the agreed delivery address.
- 6.7. If the ordered product can no longer be supplied, Melopacare is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, Consumer will have the right to terminate the Agreement without incurring any costs and to return the product free of charge.

## **Article 7. Shipping & Shipping costs**

- 7.1. We do our best to deliver the order to you as soon as possible. Orders placed on working days before 12pm CEST, we try to ship the next day. However, we are not always able to fulfill this, sometimes products are not in stock and the delivery of your order may take a little longer. If for whatever reason we cannot meet this delivery time, we will of course inform you as soon as possible.
- 7.2. The stated prices do not include shipping costs. The shipping costs differ per country. In the second step of the ordering process you can find the shipping costs for your country and/or region

7.3. Small prints will be shipped in a cardboard envelope. Bigger prints will be send in a tube. The shipping costs will be the same for both shipping options.

## **Article 8. Right of withdrawal/return**

8.1. This article only applies if Consumer is a natural person who is not acting in his or her professional or commercial capacity. Business Consumers therefore have no right of withdrawal.

8.2. Consumer will have the right to dissolve the distance Agreement with Melopacare within 14 days after receiving the product, free of charge and without stating reasons.

8.3. The term commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:

- 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;
- 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;
- if Consumer has ordered several products: the day on which Consumer, or a third party designated by Consumer, received the last product.

8.4. Only the direct costs incurred for the return shipment are for Consumer's account. This means that Consumer will have to pay the costs of returning the product. Any shipping costs paid by Consumer and the purchase price paid for the product will be refunded to Consumer if the entire order is returned.

8.5. During the withdrawal period referred to in paragraph 1, Consumer will treat the product and its packaging with the utmost care. Consumer may not open the packaging or use the product unless this is necessary in order to determine the nature of the products, their features and their operation.

8.6. Consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted.

8.7. Consumer can terminate the Agreement in accordance with paragraph 1 of this article by reporting the withdrawal (digital or in other form) to Melopacare, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way. If Melopacare makes it possible for Consumer to declare his withdrawal via electronic/digital means, then after receiving such a declaration, Melopacare sends immediate confirmation of receipt.

- 8.8. As quickly as possible, but no later than 14 days after the day of reporting as referred to in paragraph 1, Consumer shall return the product, or hand it over to (a representative of) Melopacare. Consumer can send the product directly to Melopacare without a notice of withdrawal in advance within the period as mentioned in paragraph 1. Consumer must, in this case, include a written notice of withdrawal, such as the model form.

Products can be returned to the following address:

Melopacare  
prinsesseweg 15  
9901HH, Appingedam

- 8.9. Any amounts already paid by Consumer (in advance) will be refunded to Consumer as soon as possible, and in any case within 14 days after dissolution of the Agreement. If Consumer chose an expensive method of delivery in preference to the cheapest standard delivery, Melopacare does not have to refund the additional costs of the more expensive method. Except in cases in which Melopacare has offered to retrieve the product himself, he can postpone refunding until he has received the product or until Consumer proves he has returned the product, depending on which occurs earlier.
- 8.10. Information about the applicability or non-applicability of a right of withdrawal and any required procedure will be posted clearly on the Website, well before the Agreement is concluded.

#### **Article 9. Payment**

- 9.1. Customer shall pay the amounts due to Melopacare in accordance with the ordering procedure and any payment methods indicated on the Website. Melopacare is free to offer any payment method of its choice and may change these methods at any time. In cases of payment after delivery Customer will be given a term of payment of 14 days entering on the day after delivery.

#### **Article 10. Warranty and conformity**

- 10.1. This article only applies if Consumer is a natural person who is not acting in his or her professional or commercial capacity. If Melopacare gives a separate warranty on the products then, without prejudice to the aforesaid, this applies to all types of Consumers.
- 10.2. Melopacare guarantees that the products are in conformity with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations that are in force from the date of

entering into the Agreement. If specifically agreed, Melopacare also guarantees that the product is suitable for other than normal use.

- 10.3. If the delivered product is not in conformity with the Agreement, Consumer must inform Melopacare within a reasonable period of time after he has discovered the defect.
- 10.4. If Melopacare deems the complaint to be correct, the faulty product(s) will be repaired, replaced or refunded in consultation with Consumer. The maximum amount of compensation is, having regard to the Article on liability, equal to the price paid by Consumer for the product.

#### **Article 11. Complaints handling procedure**

- 11.1. If Customer has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of Melopacare's service, it can submit a complaint by telephone, by email or by post. See the contact details at the bottom of the General Terms and Conditions.
- 11.2. Melopacare will respond to the complaint as soon as possible, and in any case within 5 days after having received it. If it is not yet possible for Melopacare to formulate a substantive reaction to the complaint by that time, Melopacare will confirm receipt of the complaint within 5 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to Customer's complaint.
- 11.3. If Customer is a natural person who is not acting in his or her professional or commercial capacity, it can file a complaint through the European Online Dispute Resolution platform, available at: <http://ec.europa.eu/odr/>.

#### **Article 12. Personal details**

- 12.1. Melopacare will process the Consumer's personal details in accordance with the privacy statement published on the Website.

#### **Article 13. Final provisions**

- 13.1. This agreement is governed by the laws of the country of establishment of the webshop.
- 13.2. Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where Melopacare has its registered office.
- 13.3. If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new

provisions in replacement which will reflect the original provision as much as is possible under the law.

- 13.4. The term 'written' in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

### ***Contact details***

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email.

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