

## 1. Company information

Company name: MEES KLEDING EN ACCESSOIRES  
Registered address: Doelenstraat 1, 2871CW, Schoonhoven  
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VAT ID number: NL210617688B01

## 2. Definitions

For the purpose of these General Terms and Conditions, the following terms shall have the following meanings:

"Consumer" means any natural person not acting in the course of a profession or business that enters into an Agreement with MEES via the MEES Webshop;

"Agreement" means any agreement with respect to orders placed for Products available on the MEES Webshop concluded between MEES and the Consumer via the MEES Website

"DCC" means Dutch Civil Code (Burgerlijk Wetboek);

"Durable medium" means any instrument, including email, which enables the Consumer to store information addressed to him in a way accessible for future reference for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored;

"MEES" means MEES kleding en accessoires.

"MEES Webshop" means the online webshop of MEES on the MEES Website;

"MEES Website" means the website of MEES on [www.MEESDESIGN.nl](http://www.MEESDESIGN.nl)

"General Terms and Conditions" means these General Terms and Conditions of MEES;

"Intellectual Property Rights" means all existing and future intellectual property rights, subsisting anywhere in the world, whether registered or not (including but not limited to all trademark rights, trade name rights, patent rights, copyrights, database rights, design rights, and all trademarks, trade names, domain names, software, patents, works, databases, designs, models, know-how, and all rights in respect of any of the foregoing) relating to the Products and the MEES Website;

"Parties" means MEES and the Consumer collectively;

"Product" means all goods MEES produces and/or sells under – inter alia – the (trade)name 'MEES' and/or 'MEES kleding en accessoires'

### **3. Applicability**

3.1. These General Terms and Conditions apply to any Agreement (and/or changes or additions thereto) for the sale and delivery of Products concluded through the MEES Webshop to which MEES is a party and applies to the whole legal relationship between the Parties. These General Terms and Conditions also apply to and form integral part of all quotations and offers made by MEES and all acceptances, acknowledgements and confirmations by MEES of any orders made by the Consumer.

3.2. By placing an order the Consumer agrees to be bound by these General Terms and Conditions.

3.3. In the event that specific Product related terms and conditions apply in addition to these General Terms and Conditions, those terms will be explicitly specified in the offer of the specific Product and in the event of contradictory terms and conditions, the Consumer may invoke the applicable condition that is most favorable to the Consumer.

3.4. These General Terms and Conditions supersede any previous general terms and conditions for the sale and delivery of Products concluded through the MEES Webshop.

### **4. Offers and orders**

4.1. The material on the MEES Website is provided for general information only. Obvious errors or mistakes in the offer do not bind MEES.

4.2. MEES will indicate on the MEES Website if an offer is of limited duration.

4.3. An offer is subject to availability. If a Product is out of stock, despite appearing on the MEES Webshop, MEES may cancel a confirmed order. In such event the Consumer will be informed by email and any payments with respect to the order will be refunded.

### **5. The agreement**

5.1. Subject to the provisions of these General Terms and Conditions, the Agreement becomes effective upon acceptance of an offer and the fulfillment of the applicable conditions by the Consumer. The Consumer accepts the offer by placing an order through the MEES Webshop. Promptly after receiving an order, MEES will send an automated email confirming the receipt of the order.

5.2. MEES may obtain information – within statutory frameworks – about the Consumer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the Agreement.

5.3. MEES reserves the right to reject or cancel an order, without being liable for any damages or costs in (among others) the following situations:

- The Product is not available or the Product is out of stock;
- The order is flagged by MEES's security systems as an unusual order or an order susceptible to fraud;
- The Consumer's billing information is not correct or not verifiable;
- MEES has reason to believe the Consumer is a reseller;
- There was an error in the price displayed on the MEES Website;
- MEES cannot deliver to the shipping address provided by the Consumer.

In such event the Consumer will be informed by email and any payments with respect to the order will be refunded.

## **6. Prices**

- 6.1. All prices quoted on the MEES Website are in Euros and include VAT (BTW).
- 6.2. MEES reserves the right to change the prices quoted on the MEES Website without notice. MEES will not be liable to the Customer or any third party for price changes.
- 6.3. Shipping and delivery rates are applied per order. All costs in connection with shipment import and export duties and excise, as well as all other levies or taxes imposed or levied in respect of the Product, the shipping and customs clearance shall be at the Consumer's expense. Such costs or expenses which have been paid by MEES, shall be charged to the Consumer.

## **7. Right of withdrawal**

- 7.1. The Consumer has the right to withdraw from the Agreement within 7 calendar days without giving any reason. The withdrawal period will expire after 7 calendar days from the day on which the Consumer (or a third party indicated by the Consumer other than the carrier) acquires physical possession of the ordered Product. In the event that several Products of the same order are delivered separately, the withdrawal period will expire after 7 calendar days from the day on which the Consumer (or a third party indicated by the Consumer other than the carrier) acquires physical possession of the last ordered Product.
- 7.2. To exercise the right of withdrawal, the Consumer must inform MEES of his decision to withdraw from the Agreement by requesting a Return Merchandise Authorization on the MEES Website or sending an email with an unequivocal written statement to [info@meesdesign.nl](mailto:info@meesdesign.nl) within the withdrawal period. To meet the withdrawal deadline, it is sufficient for the Consumer to request a Return Merchandise Authorization or send the unequivocal statement to MEES before the withdrawal period has expired.
- 7.3. During the withdrawal period, the Consumer shall handle and inspect the Product and the packaging with care, in the same manner as the Consumer would be allowed to do in a retail shop. The Consumer shall only unpack or use the Product to the extent necessary to establish the nature, the characteristics and the functioning of the Product. The Consumer shall be liable for any diminished value of the Product resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Product.
- 7.4. If the Consumer exercises its right of withdrawal, the Consumer will return the Product to MEES at its own risk and expense, without undue delay and in any event no later than 7 calendar days from the day on which the Consumer communicated his decision to withdraw to MEES. This deadline is met if the Consumer sends back the Product before the withdrawal period of 7 calendar days has expired. If the Consumer is located outside the European Union, the Consumer shall declare the returned Product as "Returns and Repairs of Dutch Merchandise" on the customs declaration.
- 7.5. The Consumer shall return the Product with all delivered accessories and in the complete and original state and, to the extent possible, in its original packaging. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the Consumer.

7.6. If the Consumer timely exercises its right of withdrawal, MEES will reimburse the relevant payments received from the Consumer, including the costs of delivery, without undue delay and in any event not later than 7 calendar days from the day on which MEES is informed of the Consumer's decision to withdraw from the Agreement. MEES may withhold the reimbursement until MEES has received the Product back, or until the Consumer has supplied adequate evidence of timely having sent back the Product, whichever is earliest. MEES will carry out such reimbursement using the same means of payment as the Consumer used for the initial transaction, unless the Consumer has expressly agreed otherwise.

7.7. Notwithstanding paragraph

7.6 above, MEES will not reimburse the delivery costs if the Consumer opted for a type of delivery other than the least expensive type of standard delivery.

7.8. MEES is entitled to refuse to accept a returned Product and the reimbursement of payments if the Consumer does not comply with the instructions of this clause 7.

## **8. Payment by the Consumer**

8.1. Save as otherwise provided in the Agreement or in applicable additional terms and conditions, the sums payable to MEES will be paid by the Consumer within 7 calendar days after the conclusion of the Agreement.

8.2. MEES does not accept any other method of payment than the payment methods indicated on the MEES Website. MEES may change these payment methods at any time. All actual costs of payment will be passed on to the Consumer.

8.3. The Consumer has the duty to inform MEES of any inaccuracies in payment data provided or stated.

## **9. Shipping and delivery**

9.1. The ordered Product will be shipped to the Consumer within 1-3 Business Days after the confirmation of the order. In the event that multiple orders with the same shipping address are placed by the Consumer, these orders may be combined, unless otherwise requested by the Consumer. In such event the Products will be shipped to the Consumer within 1-3 Business Days after the last order.

9.2. The shipping and delivery terms indicated in these General Terms and Conditions, on the MEES Website or otherwise communicated by MEES are indicative and not guaranteed. If MEES is unable to meet the (estimated) shipping date, MEES will notify the Consumer accordingly. MEES shall not be liable for any damages and costs arising out or in connection with delayed delivery.

9.3. MEES ships to shipping addresses in the countries indicated on the MEES Website. MEES will deliver the Product at the shipping address specified in the order of the Consumer.

9.4. If the shipping address is located outside the European Union, the Consumer shall be responsible for assuring that the ordered Product can be lawfully imported.

9.5. MEES is authorized to engage third parties in the fulfillment of its shipping and delivery obligations under the Agreement. All shipping services used by MEES provide a tracking number.

9.6. MEES retains the full and unconditional ownership of the ordered Product until the Product as well as all other claims of MEES vis-à-vis the Consumer are paid in full (within the meaning of article 3:92 and 7:9 DCC). The Consumer shall in no event have a right of retention with regard to the Product. MEES is entitled to repossess the Product if the Consumer fails to fulfill any of its obligations under the Agreement and/or if MEES infers from the Consumer's behavior or communication that the Consumer will fail to fulfill any of its obligations under the Agreement.

9.7. All risks in connection with the Product shall pass to the Consumer when the Product is delivered at the shipping address specified in the order of the Consumer. If the Consumer refuses or fails to take and/or accept delivery of the ordered Product, the Consumer will be charged the actual costs of shipping the Product back to MEES.

## 10. Complaints

10.1. MEES wishes to point out that the Consumer can rely upon the legal guarantee of conformity of goods (as stipulated in article 7:17 DCC). The Consumer is obliged to closely examine the delivered Product upon the day on which the Consumer (or a third party indicated by the Consumer other than the carrier) acquires physical possession of the Product.

10.2. The Consumer shall inform MEES of any complaints about defects and/or non-compliance with the specifications of the delivered Product, including but not limited to complaints in respect of visible defects and/or damages of the Product and/or the color of the Product. Any complaints shall be sent in writing to the following email address: [info@meesdesign.nl](mailto:info@meesdesign.nl). The email shall contain a clear description of the complaint, the Consumer's name, the order number included in the order confirmation and the article number of the Product and shall be sent within a reasonable time after the discovery of the defects, but in any case no later than two (2) months after the discovery of the defects.

10.3. Complaints submitted to MEES will be replied within a period of five (5) Business Days, from the date of receipt of the complaint. The Consumer shall give MEES all such assistance as MEES may require for the purpose of examining the complaint. MEES is only obliged to take complaints into consideration, if MEES is given the opportunity to verify the complaint.

10.4. In the event of a timely, correct and justified complaint in accordance with this clause 10, the Consumer shall be entitled to either replacement or repair of the defective or non-conforming Product, or an appropriate credit for the purchase price of the Product.

10.5. The Consumer shall return the defective or non-conforming Product in its entirety to MEES. The return costs are for the account of the Consumer. The defective or non-conforming Product shall become MEES's property as soon as it has been replaced or credited.

10.6. A complaint that does not meet the requirements set out in this clause 10, shall not be taken into consideration by MEES, the Product shall be deemed to have no defects and conform to the specifications and does not release the Consumer from any of its obligations under the Agreement.

## **11. Liability**

11.1. MEES shall in no event be liable to the Consumer for any indirect loss or damage arising out of or in connection with the Agreement, the sale of any Products by MEES or the use thereof by the Consumer, whether or not such damage is based on tort, product liability, guarantee, statutory duty or otherwise, unless the damage is caused by intent or willful recklessness of MEES.

11.2. Notwithstanding anything to the contrary in the Agreement or these General Terms and Conditions, any aggregate liability of MEES to the Consumer arising in connection with the Agreement or these General Terms and Conditions, under any theory or ground whether in contract, tort, product liability, guarantee, statutory duty, or otherwise, shall in no event exceed the invoice value of the Product concerned (unless the damages is caused by intent or willful recklessness by MEES or its managerial staff).

## **12. Intellectual property rights**

12.1. All Intellectual Property Rights shall remain the exclusive property of MEES or its licensors. The Consumer acknowledges that it has no right, title or interest in, nor will it acquire or attempt to acquire any Intellectual Property Rights in its own or third parties' name, or for its own or others' behalf or act in any such way that may give the impression to third parties that the Consumer is proprietor of any of these Intellectual Property Rights.

12.2. The Consumer shall not copy any Products or (any part of) the MEES Website, nor (otherwise) use any Intellectual Property Rights, without MEES's prior written approval. The Consumer shall not cause or permit anything to be done which may damage or cause detriment to the Intellectual Property Rights, including but not limited to their validity, distinctive character and/or reputation.

12.3. Nothing in any Agreement and/or these General Terms and Conditions shall be construed as conferring any license or granting any rights to the Consumer regarding any Intellectual Property Rights.