

General terms and conditions

THIS TRANSLATION IS OFFERED TO YOU AS A SERVICE; ONLY THE ORIGINAL DUTCH VERSION HAS LEGAL VALIDITY. Dutch version can be found here: <http://www.mfave.nl/download.php?id=92> (http://www.mfave.nl/nl/Algemene_voorwaarden,59).

General terms and conditions of Mfave, based in Eindhoven, The Netherlands



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The Netherlands

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Chamber of Commerce no. 51895668

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1. General

1.1 These general terms and conditions apply to all offers of Mfave. The terms and conditions are accessible to everyone and included on the website of Mfave.

1.2 By placing an order you agree with the delivery and payment terms and conditions. Mfave reserves the right to change its terms regarding delivery and / or payment after the expiry date.

1.3 Unless otherwise agreed in writing, the general or specific conditions or stipulations of third parties are not acknowledged by Mfave.

1.4 If one or more provisions of these general terms at any time become wholly or partially invalid or void, then the remainder of these terms stays fully applicable. Mfave and the customer, in this case shall agree in consultation to develop new rules to replace the invalid or void provisions, as much as possible following the purpose and intent of the original provisions.

1.5 If uncertainty exists regarding the interpretation of one or more provisions of these general terms and conditions, then the explanation shall be found "in the spirit" of these provisions.

1.6 If there is a conflict between parties that is not regulated in these general terms and conditions, this situation should be assessed to the spirit of these general terms and conditions.

1.7 If Mfave does not always demand strict compliance with the general terms and conditions, it does not mean that its provisions do not apply, or in any degree, Mfave would lose the right in other cases to require the strict compliance with the provisions of these terms.

2. Delivery

2.1 Delivery takes place while supplies last.

2.2 Under the rules of distance selling orders, Mfave will at least process an order within 30 days. If this is not possible (because the ordered is out of stock or no longer available), or for other reasons, delay, or an order cannot or only partially be executed, customers will receive within one month after placing

the order a message and in that case he has the right to cancel the order without notice of default and costs.

2.3 The obligation of Mfave to deliver will, subject to proof, to be met when the delivered goods are offered to the customer. For home delivery the report of the carrier, which includes the refusal of acceptance, extends the full proof of the offer to deliver.

2.4 The risk of damage and / or loss of products rests with Mfave until the moment of delivery to the customer, unless explicitly otherwise agreed.

2.5 In the occurrence that the customer comes in default with relation to the proper execution of what he is required towards Mfave, then the customer is responsible for all damages (including costs such as interest and collection costs) at the side of Mfave thereby directly or indirectly caused.

2.6 Mfave is authorized to suspend delivery and dissolve the agreement with immediate effect if:

- The customer does not fulfil his obligations under the agreement, in a fully or timely manner;
- After the conclusion of the agreement, Mfave learns of circumstances giving good ground to fear that the customer will not fulfil his obligations;
- Circumstances arise such that fulfillment of the contract cannot reasonably be expected from Mfave due to impossibilities or unaltered maintenance of the agreement.

3. Prices

3.1 Prices are within the term of the offer not increased, unless required by legal arrangements, or if the manufacturer or carrier raises prices in between.

3.2 All price misprints, omissions and errors on the website are subject to correction. For the impact of misprints or mistakes no liability is accepted.

3.3 All prices on the website are in Euros (€).

3.4 A compound quotation does not oblige Mfave to execute a portion of the assignment against a corresponding part of the price.

4. Term of approval / revocation right

4.1 In the event of a consumer purchase, under the 'Act sales on Distance' (Article 7:5 Dutch Civil Law), the buyer has the right to return (part of) the goods within a period of 7 days without giving a reason for the return. This period begins when the ordered goods are delivered. If the buyer after this period has not returned the goods to Mfave, the purchase is a fact. The customer is obliged, before proceeding to return goods within the period of 7 working days after delivery, to notify Mfave in writing. The customer must prove that the delivered goods are returned on time, for example through a proof of mail delivery. Return of the goods must be in the original packaging (including accessories and documentation) and in a condition 'as new'. If the goods are used by the customer, are mortgaged or damaged in some way, the right to terminate under this paragraph is revoked. Subject to the provisions in the preceding sentence, Mfave shall ensure that within 30 days after reception of the return, the full purchase amount including the originally charged shipping costs is refunded to the customer. The return of the goods delivered is the sole responsibility and risk of the buyer.

4.2 The approval period and withdrawal right do not apply to:

- Services where execution, with the consent of the customer, has started before the period of seven days
- Goods or services whose price depends on fluctuations in the financial market, not under control of the supplier
- Goods made to the specification of the consumer, including customized goods or clearly personalized goods

- Goods or services that by their nature cannot be returned, for example due to hygiene or rapid decay or ageing
- Printed books, newspapers and magazines
- Digital book editions, downloads and other non-sealed software and computer software

5. Data management

5.1 If you place an order with Mfave, then your data are added to the customer database of Mfave. Mfave abides by the Dutch Data Protection Act and will not share your information to third parties. See our Privacy Policy.

5.2 Mfave respects the privacy of the users of the website and ensures the confidentiality of the personal information of customers.

5.3 Mfave in some cases makes use of a mailing list. Each mailing includes instructions to remove yourself from this list.

6. Warranty

6.1 Mfave warrants that the delivered products meet the requirements of usability, reliability and durability as by parties in the purchase agreement are reasonably intended, and therefore is responsible for the (factory) warranty of the product supplied to you.

6.2 The warranty mentioned in this article shall apply to goods that are intended for use within the Netherlands. When outside the Netherlands, the customer himself has to verify that the use is suitable for use there and whether goods meet the imposed conditions.

6.3 The warranty period is 3 months unless otherwise notified. However, Mfave is under no condition responsible for the ultimate fitness of goods for each individual application at the customer, nor for any advices regarding the use or application of items.

6.4 The customer is obliged to check delivered goods immediately upon receipt. Should the delivered goods be found wrong, inadequate or incomplete, then the customer (before proceeding to return to Mfave) shall immediately in writing notify Mfave of the defects. Any defects or faulty goods should and can be up to 7 days after delivery reported to Mfave in writing. Return of the goods must be in original packaging (including accessories and documentation) and in as new condition. Using the goods after detection of failure, damage caused after detection of failure, mortgaging and / or resale after detection of failure, makes the right to claim and return void.

6.5 If complaints from the customer are found to be justified by Mfave, Mfave will at its option replace the delivered goods at no charge or make a written agreement on compensation measures with the customer, with the understanding that the liability of Mfave and therefore the amount of compensation in all cases is limited to a maximum of three times the invoiced amount of the related goods. Any liability of Mfave for any other form of damage is excluded, including any additional compensation of any kind, compensation for indirect or consequential damages or damages for lost profits.

6.6 Damage caused to computer equipment, E-book readers and the like by (improper) installation of software and digital files such as digital books are excluded from compensation.

6.7 This warranty does not apply:

A) As long as the customer is in default towards Mfave;

B) When the customer himself has repaired and/or modified the delivered goods or when the goods have been repaired and/or modified by a third party on customer's behalf;

C) When the delivered goods have been exposed to abnormal conditions or otherwise careless handling or when the goods were handled contrary to the instructions of Mfave and/or the user guidance (on/enclosed with the packaging);

D) When the defect is fully or partially the consequence of (current or future) governmental regulations regarding the nature or quality of the materials used.

7. Offers

7.1 Offers are not binding unless otherwise stated in the offer. An offer lapses if the product to which the offer relates, in the meantime is no longer available.

7.2 Upon acceptance of an offer by the customer, Mfave reserves the right to withdraw or change the offer within 3 days of receipt of such acceptance.

7.3 Verbal agreements only bind Mfave after explicit confirmation in writing.

7.4 Offers from Mfave do not apply automatically to repeat orders and future orders.

7.5 Mfave shall not be held to its offer if the customer can reasonably understand that the offer, or any part thereof, contains an obvious mistake or error.

7.6 Additions, modifications and / or further agreements are effective only if in writing agreed.

8. Agreement

8.1 An agreement between Mfave and a customer is established after an order has been evaluated by Mfave for feasibility.

8.2 Mfave reserves the right, without giving any reason not to accept orders or instructions or only to accept those under the condition that the payment is made before shipment.

9. Images and specifications

9.1 All specifications including images (photos, drawings, etc.), information on weights, dimensions, colours, graphics, labels, etc. on the website of Mfave are only approximate, are indicative and can not lead to damage compensation or termination of the agreement.

10. Circumstances beyond Mfave's control

10.1 Mfave is not liable if and when she can not fulfil her agreements due to circumstances beyond her control.

10.2 Such circumstance can be any strange cause, and any circumstantial situation which can not reasonably be the responsibility of Mfave. Delay or failure by our suppliers, disruptions in the internet, disruptions in the electricity, failures in e-mail traffic and disturbances or changes in technology supplied by third parties, transport problems, strikes, government measures, supply delay, negligence by suppliers and / or manufacturers of Mfave and of its associated parties, staff sickness, defects in appliance or shipment tools count explicitly as circumstances beyond the control of Mfave.

10.3 In case of circumstances beyond its control, Mfave reserves the right to suspend the agreement wholly or partially, or to claim that the content of the agreement is amended to enable its execution. Under no circumstances shall Mfave be held to pay any penalty or compensation for damage.

10.4 If Mfave upon the occurrence of a circumstance beyond its control has already partially fulfilled its obligations, or only can fulfil the agreement partially, Mfave has the right to invoice the already delivered part or the part to be delivered while the customer is obliged to pay this invoice as if it were a

separate contract. However, this condition is not valid when the already delivered or deliverable part has no independent value.

11. Liability

11.1 Mfave is not liable for damage to vehicles, equipment or other items due to improper use or improper installation of goods.

11.2 Mfave is not liable for damage caused by cybercrime and potential vulnerabilities at the customer or intermediary ISPs (internet service providers) and server administrators. (Choose for Mfave's website a username and password other than the username and password for, for example, your bank's website)

12. Ownership

12.1 Ownership of all to the customer by Mfave sold and delivered goods remains with Mfave until the customer has fulfilled the payment claims of the agreement or of past or future similar agreement(s), until the customer has fulfilled the activities and conditions of the agreement or of past or future similar agreement(s) and as long as the customer's fails in fulfilling claims relating to penalties, interest and costs, all as provided Article 3:92 Dutch Citizen Law.

12.2 The goods delivered by Mfave still being part of its ownership may only be part of normal business activities and may never be used as payment.

12.3 The customer is not entitled to pledge or otherwise encumber goods being part of Mfave's ownership.

12.4 The customer gives unconditional and irrevocable consent to Mfave or a third party appointed by Mfave, in all cases where Mfave wishes to execute her ownership rights, to visit all those sites and locations where Mfave's assets are then located and to take these assets into possession.

12.5 If a third party seizes or is trying to enforce rights on goods delivered under Mfave's ownership, the customer is obliged to inform Mfave as soon as reasonably may be expected.

12.6 The customer is obliged for the goods delivered under Mfave's ownership to insure those and keep those insured against fire, explosion and water damage and also theft and to hand the policy of this insurance on first request for inspection by Mfave.

13. Intellectual property

13.1 Mfave reserves the rights and powers for which it is entitled under the Copyright and other intellectual laws and regulations. Mfave has the right to use by the execution of an agreement at its side increased knowledge for other purposes, provided that no strictly confidential information of the customer will be notified to third parties.

14. Governing Law and Jurisdiction

14.1 For all agreements and legal relationships to which Mfave is a party, only Dutch law applies even if a contract is wholly or partially executed abroad or if the legal relationship is with a party (customer) domiciled there. The applicability of the CISG is excluded.

14.2 The parties will only appeal to the courts after they undertook the utmost effort to solve a dispute by mutual consultations.

14.3 Disputes arising from an agreement between Mfave and the buyer / customer, which can not be resolved by mutual agreement, the competent court within the district of Eindhoven takes knowledge,

unless Mfave prefers to subject the difference to the competent court of the residence of the buyer to submit, with the exception of those disputes that fall under the jurisdiction of a magistrate.

15. Location and change of the terms

15.1 The conditions are accessible to everyone and included on the website of Mfave: www.mfave.nl.

15.2 Applicable is the latest published version or the version valid at the time of conclusion of the legal relationship with the customer.

15.3 The Dutch text of the general terms and conditions is the determining factor in their interpretation.

PRIVACY POLICY

Mfave respects the privacy of all users of its website and ensures that the personal information you provide is treated confidentially. We use your information to process orders as quickly and easily as possible. For the rest, we will use this information only with your permission. Mfave will not sell your personal information to third parties and will only provide it to third parties that are involved in processing your order.

Mfave uses the collected data of its clients for providing the following services:

- If you place an order, we need your name, email address, delivery address and payment information to process your order and keep you informed on the progress.
- If you place an order we keep, if desired, your data on a secure server. You can create a user name and password so that your name and address, telephone number, email address, shipping and payment information, do not have to be filled in again with every order.
- Data on the use of our website and the feedback we receive from our visitors helps us to further develop our website and to improve.

Mfave does not sell your information

Mfave will not sell your personal information to third parties and will only provide it to third parties that are involved in processing your order. Our employees and our third parties are obliged to respect the confidentiality of your information.

Your personal information at Mfave

We appreciate the trust you place in us and we will therefore be extremely careful with your data. When you place an order or consult your account at Mfave, generally safe techniques are used. For technical and operational reasons it may be necessary to provide your data to servers at Mfave related companies in the Netherlands. However, your data will always be protected and kept confidential.

Cookies

Cookies are small pieces of information that your browser stores on your computer. Mfave uses cookies to recognize you when you visit. Cookies allow us to gather information about the use of our services and to improve and adapt these to the needs of our visitors. Our cookies provide information related to personal identification. You can set your browser to not receiving cookies when shopping at Mfave.

If you have any questions about the Privacy Policy of Mfave, please feel free to email us a message. We will help you further if you need information about your data or if you want to change these.