

# GENERAL TERMS AND CONDITIONS

## Article 1 – Definitions

For the purposes of these conditions:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by Mavro B.V. or by a third party on the basis of an agreement between that third party and Mavro B.V.;
2. Cooling-off period: the period within which the consumer can make use of his right of withdrawal;
3. Consumer: the natural person who does not act for purposes related to his trade, business, craft or professional activity;
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Durable medium: any tool - including e-mail - that enables the consumer or entrepreneur to store information addressed to him personally in a way that 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;
7. Right of withdrawal: the possibility of the consumer to waive the distance contract within the cooling-off period;
8. Entrepreneur: the natural or legal person who offers products, (access to) digital content and/or services to consumers remotely;
9. Distance contract: an agreement concluded between Mavro B.V. and the consumer is concluded within the

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framework of an organized system for distance selling of products, digital content and/or services, whereby up to and including the conclusion of the agreement exclusively or partly use is made of one or more techniques for distance communication;

10. Model withdrawal form: the European model withdrawal form set out in Annex I to these conditions. Annex I does not need to be made available if the consumer does not have a right of withdrawal with regard to his order

## Article 2 - Identity of Mavro B.V.

Mavro B.V.  
Valeton 15  
5301LW Zaltbommel  
The Netherlands  
+31 (0)418 680 680 (8.30 to 17.30)  
info@mavro-int.com  
Chamber of Commerce: 11033553  
VAT: NL806334356. B01

## Article 3 - Applicability

1. These general terms and conditions apply to all quotations, offers and to every distance contract concluded between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, Mavro B.V. shall, before concluding the distance contract, indicate how the general terms and conditions can be found at Mavro B.V. and that they shall be sent free of charge as soon as possible at the consumer's request.



3. By way of derogation from the previous paragraph and before the distance contract is concluded, if the distance contract is concluded electronically, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be read electronically and that they will be sent free of charge at the consumer's request by electronic means or otherwise.

4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting conditions.

#### **Article 4 - The offer**

1. If an offer has a limited period of validity or is subject to conditions, this is explicitly stated in the offer.

2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. As Mavro B.V. use images, they are a true representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer are non-binding for Mavro B.V.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

#### **Article 5 - The Agreement**

1. The agreement comes into being, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the requirements stipulated in the offer are fulfilled.

2. If the consumer has accepted the offer electronically, Mavro B.V. shall immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by Mavro B.V., the consumer may dissolve the agreement.

3. If the agreement is concluded electronically, Mavro B.V. shall take appropriate technical and organisational measures for securing the electronic transmission of data, and shall ensure a safe web environment. If the consumer is able to pay electronically, Mavro B.V. shall observe appropriate safety measures.

4. Mavro B.V. may, within the limits of the law, inform itself as to whether the consumer can fulfil his payment obligations, as well as on all those facts and factors which are important for a conclusion of the distance contract. Should Mavro B.V., on the basis of this examination, have reasons for not concluding the agreement, it shall be entitled to refuse an order or application, while giving reasons, or to attach special conditions to the execution.

5. Mavro B.V. will make the digital content available to the consumer at the latest upon delivery of the product. In such a way that it can be stored by the consumer in an accessible way on a durable medium:

- a. the visiting address of the Mavro B.V. branch. where the consumer can go with complaints;
- b. the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
- c. the price including all taxes on the product; where applicable, the cost of delivery; and the method of payment, delivery or performance of the distance contract;
- d. if the consumer has a right of withdrawal, the model withdrawal form.

6. In the case of a duration transaction, the provision in the previous paragraph applies only to the first delivery.



## **Article 6 - Right of withdrawal**

1. The consumer can dissolve an agreement with regard to the purchase of a product during a cooling-off period of at least 14 days without giving reasons.

Mavro B.V. may ask the consumer about the reason for withdrawal, but not oblige him to state his reason(s).

2. The cooling-off period referred to in paragraph 1 starts on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:

a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. Mavro B.V. provided that he has clearly informed the consumer about this prior to the ordering process, may refuse an order of several products with a different delivery time.

b. if the delivery of a product consists of several consignments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;

c. in the case of contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, received the first product.

3. If Mavro B.V. the consumer has not provided the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period expires twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

4. If Mavro B.V. has provided the consumer with the information referred to in the preceding paragraph within twelve months of the effective date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer received that information.

## **Article 7 – Obligations of the consumer during the cooling-off period**

1. During the cooling-off period, the consumer will handle the product and the packaging with care. It will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he should in a store.

2. The consumer is only liable for depreciation of the product resulting from a way of handling the product that goes beyond what is permitted in paragraph 1.

3. The consumer is not liable for depreciation of the product as Mavro B.V. has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

## **Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof**

1. If the consumer makes use of his right of withdrawal, he reports this to Mavro B.V. within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.

2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product, or hands it over to (an authorised representative of) Mavro B.V. . This is not necessary as Mavro B.V. has offered to collect the product itself. In any case, the consumer has observed the return period if he returns the product before the cooling-off period has expired.

3. The consumer returns the product with all supplied accessories, if reasonably possible in original condition and packaging, and in accordance with the by Mavro B.V. provided reasonable and clear instructions.

4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

5. The consumer shall at all times carry the direct cost of returning the product, unless otherwise stipulated or agreed.



6. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

#### **Article 9 - Obligations of Mavro B.V. in case of withdrawal**

1. Mavro B.V. shall immediately reimburse all payments made by the consumer, including any delivery costs incurred by Mavro B.V. for the returned product, but within 14 days following the day on which the consumer reports the withdrawal to it. Unless Mavro B.V. is allowed to wait with the repayment until it has received the product or until the consumer can prove that he/she has returned the product, whichever comes first.
2. Mavro B.V. uses the same means of payment that the consumer has used for reimbursement, unless the consumer agrees to another method. The refund is free of charge for the consumer.
3. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, Mavro B.V. shall not reimburse the additional costs for the more expensive method.

#### **Article 10 - Exclusion of the right of withdrawal**

Mavro B.V. can exclude the following products and services from the right of withdrawal, but only if Mavro B.V. this clearly stated, at least in time for the conclusion of the agreement:

1. Products whose price is subject to fluctuations in the financial or commodity market on which Mavro B.V. has no influence and which may occur within the withdrawal period;
2. Products manufactured according to consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
3. Products that spoil quickly or have a limited shelf life;
4. Sealed products which, for reasons of health protection, are not suitable for

return and whose seal has been broken after delivery;

5. Products that, by their nature, are irrevocably mixed with other products after delivery;

#### **Article 11 - The price**

1. During the period of validity stated in the offer, the prices of the offered products and/or services will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the provisions of the previous paragraph, Mavro B.V. may offer products or services whose prices are subject to fluctuations in the financial market or the commodities market, and on which Mavro B.V. has no influence, at variable prices. This link to fluctuations and the fact that any prices mentioned are recommended prices shall be stated with the offer.
3. By way of derogation from paragraph 1, Mavro B.V. price changes related to recipe changes.
4. Unless expressly stated otherwise, the costs of dispatch, import and export duties and excise duties, as well as all other levies or taxes imposed or levied in respect of the products and their transport, shall be for the account of the consumer.
5. Unmistakable errors in pricing can be corrected and passed on by Mavro BV.

#### **Article 12 - Performance of the agreement**

1. Mavro B.V. shall guarantee that the products and/or services comply with the agreement, with the specifications stated in the offer, with the reasonable requirements of soundness and/or usability and with the existing statutory provisions and/or government regulations on the date of concluding the agreement. If agreed, Mavro B.V. shall also guarantee that the product is suitable for other than normal use.

#### **Article 13 - Delivery, execution and retention of title**



1. Mavro B.V. will take the utmost care when receiving and executing orders for products.
2. Mavro BV has the right to deliver in parts at any time.
3. The address which the consumer has made known to Mavro B.V. shall be considered as the place of delivery.
4. Subject to what is stated in article 4 of these general terms and conditions, Mavro B.V. will fulfill accepted orders expeditiously but no later than within 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, The consumer will be informed of this at the latest 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.
5. After dissolution in accordance with the previous paragraph, Mavro B.V. refund the amount paid by the consumer without delay.
6. The risk of damage and/or loss of products rests with Mavro B.V. until the moment of delivery to the consumer or a pre-designated and to Mavro B.V. announced representative, unless explicitly agreed otherwise.
7. The ownership of the products, notwithstanding the actual delivery, only passes to the consumer, after all that he owes to Mavro BV under any agreement with regard to the products and services in question has been paid in full within the meaning of Article 3:92 of the Dutch Civil Code.
8. Before the ownership of the products has passed to the consumer, the consumer is not entitled to rent out or put the products into use, pledge or otherwise encuse.
9. The goods can be recovered immediately by Mavro BV if the consumer has not fulfilled his obligations or Mavro BV has reason to believe that the buyer will not comply with his obligations. The costs associated with take-back will be charged to the consumer.

#### **Article 14 - Force majeure**

1. If Mavro BV is unable to fulfil its obligations towards the consumer due to force majeure, the fulfilment of those obligations will be suspended for the duration of the force majeure situation.
2. If the force majeure situation has lasted 6 weeks, both parties have the right to dissolve the agreement in writing in whole or in part, insofar the force majeure situation justifies this.
3. In the event of force majeure, the consumer is not entitled to any (damage) compensation, even if Mavro BV should have any advantage as a result of the force majeure.
4. Force majeure of Mavro BV is understood to mean any circumstance independent of Mavro BV's will, which prevents the fulfilment of its obligations towards the consumer in whole or in part or which prevents the fulfilment of its obligations from Mavro BV, regardless of whether that circumstance was foreseeable at the time of the conclusion of the agreement. Until those circumstances, strikes, stagnation or other problems in the production by Mavro BV or its suppliers and/or in the case of own and/or third-party licenses and/or the absence of any government permit and/or scarcity or objectively determined lack of raw materials, both on the part of Mavro BV and on the part of its suppliers, without Mavro BV having to prove the influence of any company.

#### **Article - 15 Liability**

1. Unless the damage is caused by intent or gross negligence on the part of Mavro BV or its management staff or liability arising from Title 3, Section 3, Book 6 of the Dutch Civil Code (product liability), Mavro BV is never liable for any damage that the consumer may suffer in respect of (the use and/or storage of) products and/or advice, including business and/or environmental damage and immaterial damage.





2. Without prejudice to paragraph 1 of this Article 11, Mavro BV's contractual and civil liability is at all times limited to the amount of the purchase price of the product and/or the price charged for the advice, in respect of which the liability has arisen.

3. Unless the damage is caused by gross negligence or intent on the part of Mavro BV or its management staff, the consumer indemnifies Mavro BV against all claims related to (the use of) the products and advice, from anyone, insofar as these claims exceed the liability of Mavro BV under the conditions and he will compensate Mavro BV for all damages suffered by Mavro BV as a result of such claims.

4. The consumer must indemnify against claims by its staff and third parties in connection with the activities of that staff, even if that was helpful to Mavro BV in the context of the assignment. However, if Mavro BV is obliged to compensate any damages for any reason, notwithstanding the present case quo, the compensation per event or series of related events with a common cause will never exceed the amount equal to the invoice value regarding the purchase, sale or delivery of the goods or the provision of the service that caused the damage. Moreover, any claim against Mavro BV expires due to the period of one year after the occurrence of the claim, unless a legal action against Mavro BV has previously been brought in this regard.

#### **Article 16 – Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 30 days after the start of the cooling-off period, or in the absence of a cooling-off period within 30 days after the conclusion of the agreement.

2. When selling products to consumers, the consumer may never be obliged to pay more than 50% in advance in general terms and conditions. If prepayment has been stipulated, the consumer cannot

assert any right regarding the execution of the relevant order or service(s), before the stipulated prepayment has taken place.

3. The consumer has the duty to report any inaccuracies in the payment details provided or indicated to Mavro B.V.

4. If the consumer does not fulfil his payment obligation(s) in time, it is, after he has been informed by Mavro B.V. of the late payment and Mavro B.V. the consumer has granted a period of 30 days to still meet his payment obligations, after the failure to pay within this 30-day period, the statutory interest is due on the amount still owed and Mavro B.V. entitled to charge the extrajudicial collection costs incurred by the customer. The collection to be reimbursed by the consumer costs amounts to at least the statutory interest of the unpaid amount, with a minimum of € 40,00 to be increased by the turnover tax. Mavro B.V. may deviate for the benefit of the consumer from the aforementioned amounts and percentages.

#### **Article 17 – Complaints procedure**

1. Mavro B.V. has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

2. Complaints about the performance of the agreement must be submitted to Mavro B.V. in full and clearly described within a reasonable time after the consumer has found the defects.

3. At Mavro B.V. complaints submitted shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Mavro B.V. within the period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.

4. The consumer must inform Mavro B.V. in any case 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises that is susceptible to the dispute settlement.



### **Article 18 - Disputes**

1. On agreements between Mavro B.V. and the consumer to which these general terms and conditions relate, only Dutch law applies. All disputes will only be submitted to the competent court in Amsterdam, on the understanding that Mavro B.V. has the right to bring claims, whether or not simultaneously, against the consumer before other judicial colleges competent to hear such claims.

### **Article 19 - Additional or derogations**

1. Additional or different provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.

### **Article 20 - Inconsistency between Dutch text and translation**

1. In the event of inconsistency between the text of these terms and conditions in the Dutch language and those in another language, the Dutch version will be binding.



## Annex I: Model withdrawal form

Model withdrawal form (only complete and return this form if you wish to revoke the contract)

- To: [ name entrepreneur]  
[ geographical address entrepreneur]  
  
[ entrepreneur fax number, if available]  
  
[ e-mail address or electronic address of entrepreneur]
- I/We\* hereby inform you that I/we\* have concluded our agreement regarding the sale of the following products: [product designation]\*  
the delivery of the following digital content: [digital content designation]\*  
the provision of the following service: [service designation]\*,  
revokes/revokes\*
- Ordered on\*/received on\* [date of order for services or receipt of products]
- [Name of consumer(s)]
- [Consumer(s)] address
- [Consumer(s) signature] (only when this form is submitted on paper)
- [Date]

\* Strike out what does not apply or fill in what applies.