

GENERAL TERMS AND CONDITIONS

Article 1 – Definitions

- Entrepreneur: The entity that provides products and/or services remotely to consumers.
- Commercial agreement: an agreement whereby a consumer acquires products in connection with a distance contract and these products are supplied by MoniL'O VOF or by a third party on the basis of an agreement between the third party and MoniL'O VOF;
- Distance contract: an agreement concluded between MoniL'O VOF and a consumer within the framework of an organized system for distance selling of products, whereby up to and including the conclusion of the agreement exclusively or partly use is made of one or more techniques for distance communication;
- Right of withdrawal period: the period within which a consumer can make use of his right of withdrawal;
- Right of withdrawal: the possibility for a consumer to withdraw from the distance contract within right of withdrawal period;
- Consumer: the natural person who does not act for purposes related to his trade, business, craft or professional activity;
- Day: calendar day.

Article 2 – Identity of the entrepreneur

MoniL'O VOF

Registered at Kloosterstraat 8, 3770 Riemst, Belgium

E-mail address: info@bandejasports.be

Phone number: 0032473484849

VAT number: BE 0763.347.834

Article 3 – Applicability

- All offers made by MoniL'O VOF and all distance contracts concluded between MoniL'O VOF and a consumer are subject to these general terms and conditions.
- The general terms and conditions are made available electronically to any customer or third-party on the bandejasport website (URL: www.bandejasports.be) before the distance contract is concluded.
- Before agreeing with any distance contract or offer made by MONIL'O we advice all parties to read these general terms and conditions.

Article 4 – The offer

- All offers have a period of validity and can be subject to other conditions as stated in the offer.

- Obvious mistakes or manifest errors in the supply of products do not bind MONIL'O VOF.
- Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.
- Our products are presented in offers, social media channels or on the Bandeja website (www.bandejasports.be) by means of pictures or videos. We do our utmost to present our products in the most truthful way. Decorative items can be used in pictures and videos and are not included in the price.

Article 5 – The agreement

- The agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the conditions set thereby.
- If the consumer has accepted the offer electronically, MoniL'O VOF will immediately confirm electronically the receipt of the acceptance of the offer.
- MoniL'O VOF will provide the consumer with the following information at the latest on delivery of the product:
 - the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - the information about guarantees and existing service after purchase;
 - the price including all taxes of the product, as far as applicable the costs of delivery and the method of payment, delivery or execution of the distance contract;
 - if the consumer has a right of withdrawal, the return form.

Article 6 – Right of withdrawal

- The consumer can terminate an agreement regarding the purchase of a product during the right of withdrawal period of 30 days without giving any reason. MoniL'O VOF may ask the consumer about the reason for withdrawal, but the consumer is not obliged to state his reason (s).
- The reflection period starts on the day the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product.

Article 7 – Obligations of the consumer during the right of withdrawal period

- During this reflection period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
- The consumer is liable for the value reduction of the product that is the result of a way of handling the product that goes further than allowed in paragraph 1.

Article 8 – Exercising the right of withdrawal by the consumer and costs thereof

- If the consumer exercises his right of withdrawal, he will report this to MoniL'O VOF within the right of withdrawal period by means of the return form or in an unambiguous manner.
- As quickly as possible, but within 30 days from the day following the notification referred to in paragraph 1, the consumer shall return the product, or hand it over to (a representative of) MoniL'O VOF. This is not necessary if MoniL'O VOF has offered to collect the product itself. In any case, the consumer has complied with the return period if he returns the product before the right of withdrawal period has expired.
- The consumer shall return the product with all delivered accessories, if reasonably possible in the original state and packaging, and in accordance with the instructions provided by MoniL'O VOF in the return policy.
- The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
- The consumer bears the direct and indirect costs of returning the product.
- Further required information about returning a product is stated in the return policy available on the Bandeja website (www.bandejasports.be).
- If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 – Obligations of MONIL'O VOF in the event of withdrawal

- If MoniL'O VOF makes the notification of withdrawal by the consumer possible, he will immediately send an acknowledgment of receipt after receipt of this notification.
- MoniL'O VOF will reimburse all payments from the consumer, exclusive of any delivery costs charged by MoniL'O VOF for the returned product, without delay but within 30 days following the day on which the consumer notifies him of the withdrawal. Unless MoniL'O VOF offers to collect the product itself, it may wait to pay back until it has received the product or until the consumer demonstrates that he has returned the product, whichever comes first.
- MoniL'O VOF uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to another method. The reimbursement is free of charge for the consumer.

Article 10 – The price

- During the validity period stated in the offer, the prices of the offered products will not be increased, except for price changes due to changes in VAT rates.
- The prices mentioned on the website or in the product offer always include VAT unless explicitly stated.

Article 11 – Compliance agreement and additional warranty

- MoniL'O VOF guarantees that the products comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the legal provisions and / or government regulations existing on the date of the conclusion of the agreement.
- In any case, no claim can be made on what is made under paragraph 1 of this Article (i) in case of damage by intent or negligence, (ii) in the event of normal wear and tear and / or (iii) in the event of damage due to failure or incorrect observance. taking the operating instructions or instructions for use.
- An additional guarantee provided by MoniL'O VOF, its supplier, manufacturer or importer shall never limit the statutory rights and claims that the consumer can assert against MoniL'O VOF under the agreement if MoniL'O VOF has failed to fulfill its part of the agreement.
- An additional guarantee is understood to mean any obligation of MoniL'O VOF, its supplier, importer or producer in which it grants the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the agreement.

Article 12 – Delivery and execution

- MoniL'O VOF will take the greatest possible care when receiving and implementing orders for products.
- Delivery takes place while stocks last.
- The ownership of delivered products passes to the consumer after the amount due has been paid. The risk of the products passes at the time of delivery to the consumer.
- The delivery location is the address that the consumer has made known to MoniL'O VOF.
- The consumer must provide the correct address and e-mail address to MoniL'O VOF. Any changes to this must also be passed on to MoniL'O VOF in a timely manner. If the consumer has given a wrong address for the delivery, the extra shipping costs will be charged to the consumer.
- MoniL'O VOF will execute accepted orders expeditiously but no later than 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order can not or only partially be executed, the consumer will receive notification of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without any costs.
- After dissolution in accordance with the previous paragraph, MoniL'O VOF will immediately repay the amount that the consumer has paid.
- The risk of damage and / or loss of products rests with MoniL'O VOF until the moment of delivery to the consumer or a pre-designated representative made known to MoniL'O VOF, unless expressly agreed otherwise.

Article 13 – Payment

- Unless otherwise agreed in the agreement, the amounts owed by the consumer must be paid ahead of delivery.
- The consumer has the duty to immediately notify MoniL'O VOF of inaccuracies in the payment details provided or stated. Payment orders for giro and banking institutions are for the account and risk of the party who issues the order (or authorization).
- If the consumer does not fulfill his payment obligation (in full or in part) on time, after he has been informed by MoniL'O VOF of the late payment and MoniL'O VOF, the consumer has been granted a period of 14 days to fulfill his payment obligations.

Article 14 – Intellectual property

- The website and all parts thereof, with the exception of certain hyperlinks to third parties, are the property of MoniL'O VOF. All intellectual property rights relating to the website and all parts thereof (such as the products offered) are vested in MoniL'O VOF, insofar as these rights do not rest with third parties.
- Without the prior written permission of MoniL'O VOF, it is not permitted to publish, reproduce, store or transfer the website, parts of the website, information obtained from the website, products shown on the website or other material displayed on the website, to offer in any form whatsoever.

Article 15 – Force Majeure

- MONIL'O VOF and the consumer are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that is not due to her fault, and neither under the law, a legal act or generally accepted bill.

Article 16 – Complaints regulation

- Complaints about the implementation of the agreement must be submitted to MoniL'O VOF as soon as possible after the consumer has discovered the defects, fully and clearly described.
- Complaints submitted to MoniL'O VOF will be answered within 30 days from the date of receipt. If a complaint requires a foreseeable longer processing time, MoniL'O VOF will reply within the period of 30 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

Article 17 – Other

- Any deviations from these general conditions can only be agreed in writing. No rights can be derived from such deviations with respect to later legal relationships.
- The administration of MoniL'O VOF applies, subject to proof to the contrary, as proof of the requests and / or orders made by the consumer. The consumer acknowledges that electronic communication can serve as proof.

- MoniL'O VOF is entitled to transfer the rights and obligations from the agreement with you to a third party by a single notification.
- If and insofar as any provision of the general terms and conditions is annulled or annulled, the other provisions of these general terms and conditions will remain in full force. MoniL'O VOF will then adopt a new provision to replace the void / voided provision, whereby the purport of the void / voided provision will be taken into account as far as possible.

Article 18 – Personal details

- MoniL'O VOF will only process the details of the consumer according to its privacy policy. MoniL'O VOF will observe the applicable privacy regulations and legislation.

Article 19 – Applicable law and jurisdiction

- Contracts, and all resulting non-contractual obligations, between MoniL'O VOF and the consumer to which these general terms and conditions relate, are governed exclusively by Belgian law.
- All disputes between MoniL'O VOF and the consumer will in the first instance be settled by the competent court in Tongeren, Belgium.