

General Terms Mingo B.V.

These are our General Terms which are applicable when you use or place an order on our Website. The General Terms provide important information for you as a Customer. Please make sure you read it carefully. Also, we advise you to store or print a copy of these General Terms to give yourself the opportunity to read them at a later moment.

Article 1. Definition

- 1.1 **“Mingo B.V.”** means Mingo B.V., which has its registered office at Sint-Jobsweg 30U, 3024 EJ, Rotterdam and is registered at Chamber of Commerce with number 74615025, acting under the names “Mingo” and “Mingokids”;
- 1.2 **“Website”** means the website of Mingo B.V. which can be accessed through www.mingokids.com and all its subdomains;
- 1.3 **“Customer”** means any natural person or legal entity that concludes to an Agreement with Mingo B.V.;
- 1.4 **“Agreement”** means every deal or agreement between Mingo B.V. and Customer, where the agreement comprises these General Terms.
- 1.5 **“General Terms”** means the General Terms Mingo B.V.

Article 2. Applicability of the General Terms

- 2.1 The General Terms are applicable to every offer, Agreement and delivery of Mingo B.V., unless agreed otherwise in writing.
- 2.2 If the Customer wants the Agreement to compromise certain conditions that deviate from or are not part of the General Terms, Mingo B.V. will only be bound by the proposed conditions if explicitly accepted by Mingo B.V.
- 2.3 If apart from the General Terms, specific (product or service) terms and conditions of Mingo B.V. are applicable, the specific terms and conditions will also apply to the Agreement. In case of conflicting conditions between the General Terms and the aforementioned specific terms and conditions, the Customer has the right to choose the condition that benefits them the most.

Article 3 Prices and information

- 3.1 All prices and rates included on the Website or in any other communication from Mingo B.V. are stated excluding VAT and any other governmental taxes, unless mentioned otherwise on the Website.

- 3.2 The Customer will be charged for shipping costs of € 6,95 in case of a *basic order*, provided that the total order amount is less than € 500,- and the delivery of that order takes place in The Netherlands. Mingo B.V. will not charge the Customer for shipping costs in case the total amount of the *basic order* is more than € 500,- with delivery in The Netherlands.
For a *seizoensorder* the Customer will not be charged for shipping costs in case of a total order amount of more than € 1500,-. If the delivery of the order takes place outside the Netherlands, the shipping costs depend on the destination, size and weight.
- 3.3 The content of the Website is created with the utmost care. However, Mingo B.V. cannot guarantee that all information on the Website, or in any other communication from Mingo B.V. will be correct and complete at any time. All prices and other information on the Website and in other communication of Mingo B.V. are therefore under the reservation of obvious programming or typographical errors.
- 3.4 Mingo B.V. shall not be liable for any (color)deviations coming from the quality of the screen display.
- 3.5 The Customer is obliged to sell the products for recommended retail prices as published on the website/in the order form (except in the sales period).

Article 4 Establishment of the Agreement

- 4.1 The Agreement will be established upon the Customer's acceptance of the offer of Mingo B.V. and the fulfillment of the conditions imposed by Mingo B.V.
- 4.2 In case the Customer accepts the offer of Mingo B.V. through electronical means, Mingo B.V. will confirm the acceptance of the offer through an electronical mean or means.
- 4.3 If it appears that wrong information is given by the Customer at the time of the acceptance of the offer or in any other way of the establishment of the Agreement, Mingo B.V. has the right to fulfill its obligations after it receives the correct information.
- 4.4 Mingo B.V. can confirm the fulfillment of the Customer's payment obligations not only with legal tools, but also with facts and circumstances in the interest of a responsible establishment of the Agreement. If, based upon this investigation, there are reasons for not establishing this Agreement, Mingo B.V. has the right to reject an order or request, or impose special conditions to the execution, such as upfront payment.

Article 5 Registration

- 5.1 For optimal use of the Website, the Customer may register for an account through the registration form or the registration option on the Website.

- 5.2 During the registration process the Customer chooses a username and a password (credentials) which can be used to log in to the Website after registration. The Customer is responsible for choosing a reliable and secure password.
- 5.3 The Customer is obliged to keep the username and password secret. Mingo B.V. is not liable for the misuse of the credentials and can assume that it is the Customer who is logging in to the Website. The Customer will be responsible and liable for every activity that takes place in their account.
- 5.4 In case the Customer knows or suspects that their credentials are compromised and/or used unauthorized, they will change the password and/or contact Mingo B.V. as soon as possible. In the latter case Mingo B.V. will take reasonable measures.

Article 6 Execution

- 6.1 Upon receipt of the order, Mingo B.V. will send the products to the Customer as soon as possible. Article 6.3 will be taken into account in this regard.
- 6.2 Mingo B.V. has the right to use third parties for the execution of its obligations under the Agreement.
- 6.3 The delivery time depends on the availability of the ordered products and the working scheme of the carrier. There are several options for delivery and Mingo B.V. has the right to choose one.
- 6.4 Mingo B.V. will let the Customer know if the agreed delivery time cannot be met. The Customer has the right to choose between a new delivery time or termination of (*ontbinden*) the Agreement free of charge.
- 6.5 Mingo B.V. advises the Customer to inspect the delivered products. In case of deficiencies the Customer is obliged to notify in writing Mingo B.V. of those deficiencies. See also the article regarding warranties and conformity.
- 6.6 The risk of the delivered products will be transferred to the Customer from the moment the products are delivered at the delivery address. The risk will be transferred to the Customer earlier if explicitly agreed. If the Customer chooses to pick up the products, the risk will be transferred to them from the moment the product has been picked up.
- 6.7 Mingo B.V. has the right to deliver an alternative product with similar quality to the ordered product in case the ordered product is not available. The Customer has the right to terminate (*ontbinden*) the Agreement and/or return the product free of charge.

Article 7 Return Policy

The Customer will be obliged to pay 30% of the total amount of the order, if they cancel the order after the receipt of a confirmation. The Customer will also be obliged to pay 30% of the total amount of the order, if Mingo B.V. needs to cancel the order because of their default.

Article 8 Payment

- 8.1 The Customer will use one of the payment methods available during the purchase process or on the Website. Mingo B.V. has the right to select certain payment methods and they can be changed time to time.
- 8.2 In case of a *pre-order* to be delivered in The Netherlands, the Customer will pay 30% of the total amount of the order upfront and 70% within 14 days after delivery. In case of a *direct order* to be delivered in The Netherlands, the Customer will pay 100% of the total amount of the order within 14 days after delivery. In case of an order to be delivered outside The Netherlands, the Customer will pay for the first order 100% of the total amount upfront, for a pre-order 30% upfront and 70% before delivery and for a direct order 100% within 14 days after delivery. The Customer is in default if the payment is not done timely. Such default entitles the Customer to terminate the contract out of court and lodge a claim against the Customer for the financial damage.
- 8.3 The Customer will owe Mingo B.V. statutory interest and any extrajudicial costs, if they fail to fulfill their payment obligations within the initial term and after Mingo B.V. notifies the Customer of the late payment, gives the Customer an additional 14 days to fulfill their payment obligations and Customer still fails to pay. The extrajudicial costs will be the maximum of 15% if the total due amount is lower than € 2500,-; 10% over the next €2500,- and 5% over the next €5.000,-, with a minimum of €40,-.
- 8.4 Payment will be done through electronical transfer or PayPal. Payments through PayPal will be charged with 3,4% of the total amount of the order.

Article 9 Guarantee

- 9.1 Mingo B.V. guarantees that the products will meet the Agreement, the specifications mentioned in the offer, reasonable requirements based on soundness and/or usability and all legal and governmental requirements that were applicable at the time of entering into the Agreement. Mingo B.V. also guarantees that the products will meet the standards in case of other than the normal use of the product if explicitly agreed in writing.
- 9.2 The Customer will notify Mingo B.V. within 14 days after delivery in case the product does not meet the agreed specifications as mentioned in the Agreement. If the Customer does not notify, there will be no right for replacement, reimbursement or restore in case of a defect.

- 9.3 If Mingo B.V. states that the complaint of the Customer is well-founded, Mingo B.V. will restore, replace or reimburse the product after discussing the possibilities with the Customer in good faith.
- 9.4 The Customer is not allowed to sell the products of Mingo B.V. to other legal entities and/or companies.

Article 10 Complaint procedure

- 10.1 The Customer can contact Mingo B.V. via phone, e-mail or letter, if they have a complaint regarding the product (see article 9 and 10) and/or any other aspects of the service of Mingo B.V.. Contact details can be found on the last page of the General Terms.
- 10.2 Mingo B.V. will send a response to the Customer within 5 days upon the receipt of the complaint. If it is not possible to respond to the content of the complaint, Mingo B.V. will send a confirmation of receipt of the complaint within five days and will give an indication of when there will be a (final) response to the complaint of the Customer.

Article 11 Liability

- 11.1 Mingo B.V.'s liability in respect of all claims arising out of or in connection with the Agreement or its subject matter shall not exceed an amount equal to the total amount of the Agreement (including VAT).
- 11.2 Mingo B.V. shall not be liable for any indirect losses, such as but not limited to loss of business, loss of profits, loss of anticipated savings, loss of data or business interruption.
- 11.3 Mingo B.V. shall not be liable in any other case or form than as mentioned in this article, regardless of the legal ground for such claim of liability. The mentioned limitations in this article will not apply in case of intent or conscious recklessness from Mingo B.V.
- 11.4 The liability of Mingo B.V. in case of not fulfilling its obligations under the Agreement will only be constituted after the Customer gives Mingo B.V. a notice of default without delay, giving Mingo B.V. a reasonable period to fulfill its obligations or restore any defects and despite this Mingo B.V. hasn't fulfilled its obligations within the given period. The notice of default needs to be as detailed as possible for Mingo B.V. to be able to act adequately to resolve any problems.
- 11.5 The Customer must notify Mingo B.V. as soon as possible, but within 14 days after the occurrence of the damage or shortcoming.
- 11.6 In case of a force majeure Mingo B.V. will not be liable in any way for any kind of damages.

Article 12 Retention of title

- 12.1 All delivered products will be owned by Mingo B.V. until all payments have been done by the Customer, including the eventual collection fees and the legal interest rate.
- 12.2 The Customer is not allowed to, in any other way than the normal performance of their business, sell, deliver or in any other way legally alienate the products as long as the title of ownership has not been transferred to the Customer. Besides this, the Customer is not allowed to pledge or to issue any other legal rights to the products for the benefit of a third party as long as the title of ownership has not been transferred to them.
- 12.3 The Customer is obliged to store and take care of all products that have been delivered by Mingo B.V. with the retention of title, with the visible and recognizable ownership of Mingo B.V..
- 12.4 Mingo B.V. is entitled to withdraw all products that have been delivered to the Customer and are still at the premises of the Customer as long as the title of ownership has not been transferred to the Customer, in case the latter has not paid the outstanding invoice(s) timely or experiences/impends to experience payment troubles.
- 12.5 At all times, the Customer will grant Mingo B.V. access to the products for inspection purposes and for exercising its rights.

Article 13 Personal Data

Mingo B.V. will process the personal data of the Customer according to the privacy statement.

Article 14 Miscellaneous

- 14.1 The Agreement will be governed by Dutch law.
- 14.2 Subject to the existence law forcing to choose otherwise, the competent court where Mingo B.V. is registered shall have the exclusive jurisdiction to hear and decide any suit, action or proceedings that may arise out of or in any way related to the Agreement.
- 14.3 In the event that one or more of the clauses of the General Terms shall be declared invalid or unenforceable, the remainder of the General Terms shall be construed as if such phrases, sentences, clauses or sub-clauses had not been inserted. The parties will discuss in good faith the replacements for those invalid clauses. The idea behind the invalid clauses will be approached as close as possible within the law.

14.4 E-mail and/or fax will also be considered as “in writing” according to the General Terms, if the identity of the sender and the integrity of the e-mail and/or fax are sufficient enough.

Contact information

Do you have any questions, complaints or remarks after reading the General Terms? Please contact us in writing or by phone.

Mingo B.V.
Sint Jobsweg 30U
3024JE Rotterdam

Telefoon: 0031-10-2038295

E-mail: wholesale@mingokids.com

KvK-nummer: 74615025

Btw-nummer: NL 859968789 B01]