

General Terms and Conditions of Mepal for Consumers

These general terms and conditions apply to every offer and every agreement between Mepal B.V. and a consumer, to which Mepal B.V. has declared these terms and conditions to be applicable.

You can download the general terms and conditions as a PDF.

Article 1 - Definitions

In these terms and conditions, the following definitions apply:

- **Entrepreneur:** the natural or legal person who offers products and/or services to consumers remotely: Mepal B.V.
- **Consumer:** the natural person who is not acting in the exercise of a profession or business and enters into a distance contract with Mepal B.V.;
- **Distance contract:** a contract in the context of a system for remote sale of products an/or services organised by Mepal B.V., where the agreement is concluded exclusively through one or more techniques for remote communication;
- **Technique for remote communication:** a method that can be used to conclude an agreement, without the consumer and entrepreneur being simultaneously present in the same location;
- **Right of withdrawal:** the option for the consumer to cancel the distance contract within the reflection period;
- **Day:** calendar day;
- **Durable medium:** any medium that enables the consumer or entrepreneur to store information that is addressed to them personally, in a way that allows for future consultation and unchanged reproduction of the stored information.

Article 2 – Identity of Mepal B.V.

Mepal B.V.

Operating under the name(s):
Mepal B.V. and www.mepal.com

Registered & visiting address:
Aalsvoort 101
7240 AE Lochem

Mailing address:
P.O. Box 227
7241 MB Lochem
Phone number: +31 573-820820

Availability:
Monday to Friday from 8:30 AM to 5:00 PM (on Friday until 4:00 PM)

Email address:
customerservice@mepal.com

Chamber of Commerce number:
64746550 in Apeldoorn

VAT identification number:
NL855814603B01

Article 3 – Applicability

These general terms and conditions apply to every offer from Mepal B.V. and to every distance agreement concluded between Mepal B.V. and the consumer.

Article 4 – The offer

If an offer has a limited validity period or is subject to conditions, this will be explicitly stated in the offer. The offer contains a complete and accurate description of the products offered.

The description is sufficiently detailed to allow the consumer to make a proper assessment of the offer. If Mepal B.V. uses images, they are a truthful representation of the offered products. Obvious mistakes or errors in the offer do not bind Mepal B.V. Each offer includes such information that makes it clear to the consumer what the rights and obligations are that are linked to the acceptance of the offer. This particularly concerns:

- The price including taxes;
- Any delivery costs;
- The manner in which the agreement will be concluded and the actions required for that;
- Whether or not the right of withdrawal applies;
- The method of payment, delivery, or execution of the agreement;
- The manner in which the consumer can become aware of actions they do not want to take before the agreement is concluded, as well as how they can rectify these actions before the agreement is concluded.

Article 5 – The agreement

The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and complies with the conditions set forth in the offer.

If the consumer has accepted the offer electronically, Mepal B.V. will promptly confirm the receipt of the acceptance of the offer electronically. Until the receipt of this acceptance is confirmed, the consumer may cancel the agreement.

If the agreement is concluded electronically, Mepal B.V. will take appropriate technical and organisational measures to secure the electronic transfer of data and will ensure a secure online environment. If the consumer can make an electronic payment, Mepal B.V. will observe appropriate security measures for this purpose.

Mepal B.V. will provide the following information to the consumer along with the product, either in writing or in a manner that allows the consumer to store the information in a durable medium in an accessible way:

- The visiting address of Mepal B.V.'s establishment where the consumer can address complaints;
- 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;
- Information about existing after-sales services and warranties.

Article 6 – Right of withdrawal in case of product delivery

You have the right to withdraw from the agreement within 30 days, without giving any reason. The withdrawal period expires 30 days after the day on which you or a third party designated by you, who is not the carrier, takes physical possession of the goods. In order to exercise the right of withdrawal, you must notify us (Mepal, Aalsvoort 101, 7240 AE Lochem, customerservice@mepal.com, +31 573-298227) of your decision to withdraw from the agreement through an unambiguous statement (for example, in writing by post or email). You can use the return form for this purpose, but you are not obliged to do so.

To comply with the withdrawal period, it is sufficient for you to send the notification concerning the exercise of the right of withdrawal before the withdrawal period has expired. The right of withdrawal does not apply to custom-designed products.

Consequences of withdrawal

If you withdraw from the agreement, we will refund all payments you have made up until that point, including delivery costs (except for any additional costs due to your choice of a delivery method other than the cheapest standard delivery offered by us), without delay and in any case no later than 14 days after we have been informed of your decision to withdraw from the agreement. We will make the refund using the same payment method you used for the original transaction, unless you have expressly agreed otherwise; in any case, no fees will be charged for such a refund.

We may delay the refund until we have received the goods back or you have provided proof that you have returned the goods, whichever occurs first.

You must return the goods without delay, and in any case no later than 30 days after the day on which you informed us of your decision to withdraw from the agreement. You are considered to be on time if you send the goods back before the 30-day period has expired. The direct cost of returning the goods will be borne by you.

Article 7 – The price

The prices of the offered products will not be increased during the validity period specified in the offer, except for price changes due to changes in VAT rates.

All prices on the site are subject to printing and typographical errors. Mepal B.V. accepts no liability for the consequences of printing and typographical errors.

All prices on the site are in pounds sterling and include 20% VAT.

Oral commitments are only binding on Mepal B.V. once they have been explicitly and in writing confirmed.

Offers from Mepal B.V. do not automatically apply to reorders.

Article 8 – Conformity

Mepal B.V. warrants that the products and/or services comply with the agreement, the specifications listed in the offer, the reasonable requirements of quality and/or usability, and the applicable legal provisions and/or government regulations in force on the date of conclusion of the agreement.

Any warranty provided by Mepal B.V. does not affect the statutory rights and claims that the consumer may assert against Mepal B.V. under the agreement.

Article 9 – Delivery and Execution

Mepal B.V. will exercise the greatest possible care when receiving and executing orders for products. The place of delivery will be the address provided by the consumer to Mepal B.V.

Mepal B.V. will execute accepted orders with due speed, but no later than within 5 working days, unless a longer delivery period has been agreed. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be informed within 5 working days of placing the order. In this case, the consumer has the right to cancel the agreement without any costs.

In the event of cancellation, Mepal B.V. will refund the amount paid by the consumer as soon as possible, but no later than 14 days after the cancellation.

If delivery of an ordered product proves impossible, Mepal B.V. will make efforts to make a replacement item available.

The risk of damage and/or loss of products remains with Mepal B.V. until the moment of delivery to the consumer, unless otherwise agreed.

Article 10 – Warranty

Mepal B.V. guarantees that the products supplied by it are free from design, material, and manufacturing defects for a period of 24 months after delivery.

If the product shows a design, material, or manufacturing defect, the purchaser is entitled to have the product repaired. Mepal B.V. may choose to replace the product if repair is not feasible. The consumer is only entitled to a replacement if the product cannot be repaired. A replaced product becomes the property of Mepal B.V.

The consumer is required to inspect the delivered goods immediately upon receipt. If it appears that the delivered product is incorrect, defective, or incomplete, the consumer must (before returning the item to Mepal B.V.) immediately notify Mepal B.V. of these defects in writing. Any defects or incorrectly delivered goods must be reported in writing to Mepal B.V. within a maximum of 14 working days after delivery. The goods must be returned in their original packaging (including accessories and related documentation) and in new condition. Use of the product after the defect has been noticed, damage occurring after the defect has been noticed, or modification and/or resale after the defect has been noticed, will completely forfeit the right to make a claim and return the goods.

If the consumer's complaints are found to be valid by Mepal B.V., Mepal B.V. will, at its discretion, either replace the delivered goods free of charge or refund the purchase amount within 30 working days.

Mepal B.V.'s warranty obligation will lapse in any of the following circumstances:

- If defects in the delivered products are the result of normal wear and tear, improper handling, or improper or incorrect maintenance or use contrary to the provided instructions and guidelines;
- If a defect in the delivered products is the result of repair or modification carried out by someone other than Mepal B.V., unless Mepal B.V. has given written consent for this.

Article 11 – Liability

For defects in delivered goods, only the warranty as described in Article 10 (Warranty) of these terms and conditions applies.

- The liability of Mepal B.V., insofar as it is covered by its liability insurance, is limited to the amount paid out by the insurer.
- If Mepal B.V.'s liability insurer does not pay out in any case, or if the damage is not covered by the insurance, Mepal B.V.'s liability is limited to £ 50,000.
- Mepal B.V. is not liable for consequential damages, such as loss of profit and other indirect damages.

Article 12 – Force Majeure

Force majeure refers to circumstances that prevent the performance of the obligation and that cannot be attributed to Mepal B.V.

- These circumstances include (if and to the extent that they make or unreasonably complicate the performance impossible) strikes; a general shortage of necessary raw materials and other products required for the agreed performance; unforeseeable delays by suppliers or other third parties on whom Mepal B.V. depends; the circumstance in which Mepal B.V. does not, does not do so in a timely manner, or does not properly receive a performance that is important in connection with the performance it is to provide itself; government measures preventing Mepal B.V. from fulfilling its obligations on time and/or properly; excessive absenteeism due to illness; terrorist attacks; limitations or cessation of supply by public utilities; fire; delays due to frost or other weather conditions; and general transportation problems.
- During force majeure, Mepal B.V.'s delivery and other obligations are suspended. If the period during which performance is delayed by force majeure exceeds 3 months, both parties are entitled to terminate the agreement, without any obligation to pay compensation.

Article 13 – Complaints Procedure

The consumer must inspect the purchased products upon delivery. The consumer should check whether the delivered goods conform to the agreement, specifically: whether the correct products have been delivered; whether the delivered products match the agreed quantity; and whether the delivered products meet the agreed quality requirements or – if these are absent – the requirements that may be expected for normal use.

- Visible defects or shortages must be reported by the consumer in writing to Mepal B.V. within 14 days of delivery.
- Non-visible defects must be reported by the consumer in writing to Mepal B.V. within 14 days after they were discovered, or reasonably should have been discovered, but no later than 24 months after delivery. If Mepal B.V. deems the complaint valid, it will compensate the consumer either by refunding the money or – at Mepal B.V.'s discretion – by repair or replacement of the goods. Replaced goods will become the property of Mepal B.V.
- Complaints submitted to Mepal B.V. will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Mepal B.V. will respond within the 14-day period with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed response.
- **Online Dispute Resolution**
- The European Commission provides a platform for online dispute resolution, which can be found here: <http://ec.europa.eu/consumers/odr/>. Consumers have the option to use this platform for dispute resolution.

Article 14 – Additional or Deviating Provisions

Any additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be documented in writing or in such a way that they can be stored by the consumer in a durable medium that is accessible for future reference.

Article 15 – Applicable Law/Jurisdiction

Notwithstanding the statutory rules regarding the jurisdiction of the civil court, any dispute between the consumer and Mepal B.V., where the court has jurisdiction, shall in the first instance be exclusively settled by the Court in Arnhem. This does not apply to small claims cases referred to in Article 108(2) of the Dutch Code of Civil Procedure. However Mepal B.V. remains entitled to bring a dispute before the competent court according to the law or the applicable international treaty.

Dutch law shall apply to any agreement between Mepal B.V. and the purchaser.

Article 16 – Visual Material

Uploaded images for custom-designed items are the property of the consumer. Mepal B.V. cannot accept any responsibility for these.