

# General Terms and Conditions Kryon Store EU

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## Article 1 - Definitions

In these conditions the following terms have the following meaning:

1. Time for reflection: the period within which the consumer can exercise his right of withdrawal;
2. Consumer: the natural person who does not act on behalf of a profession or business and who enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: a distance contract regarding a series of products and / or services, of which the delivery and / or purchase obligation is spread over time;
5. Durable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
6. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
7. Model form: the model withdrawal form that the entrepreneur provides that a consumer can fill in when he wants to make use of his right of withdrawal.
8. Entrepreneur: the natural or legal person who offers products and / or services to consumers at a distance;
9. Distance contract: an agreement whereby, in the context of a system for selling of products and / or services from a distance organized by the entrepreneur, up to and including the conclusion of the agreement, in which exclusively made use of one or more communication techniques for trading at a distance;
10. Technology for distance communication: a product that can be used for the conclusion of an agreement, without the consumer and entrepreneur coming together in the same room at the same time.
11. General Conditions: the present General Conditions of the entrepreneur.

## Article 2 - Identity of the entrepreneur

Mind in Development

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### **Article 3 - Applicability**

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders concluded between the entrepreneur and the 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, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed by the entrepreneur and they will be sent free of charge at the request of the consumer.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, 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 on a durable data carrier, by the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
4. In the event that specific product or service conditions are in order, in addition to these general terms and conditions, the second and third paragraphs apply accordingly and in the event of conflicting general terms and conditions, the consumer can always rely on the applicable provision that applies to him most beneficially.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially void or are nullified, then the agreement and these terms and conditions will remain in effect and the provision in question will be immediately replaced by a provision, in mutual consultation, as close as possible to the tenor of the original.
6. Situations not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the explanation or content of one or more provisions of our terms and conditions must be explained "in the spirit" of these terms and conditions.

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

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, they are a true representation of the products and / or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
5. Pictures with products are a true representation of the products offered. The entrepreneur cannot guarantee that the colors displayed exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
  - the price including taxes;

- any shipping costs;
- the way in which the agreement will be concluded and which actions are required for this;
- whether or not the right of withdrawal applies;
- the method of payment, delivery and implementation of the agreement;
- the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
- the level of the rate for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
- whether the contract is filed after conclusion, and if so, how it can be consulted by the consumer;
- the way in which the consumer, before concluding the contract, can check the data provided by him under the contract and change them if necessary;
- any other languages in which, in addition to English, the contract can be concluded;
- the codes of conduct to which the entrepreneur is subjected and the way in which the consumer can consult these codes of conduct electronically;
- and the minimum duration of the distance contract in the event of an extended transaction.

#### **Article 5 - The agreement**

1. The agreement is concluded, with reservation subject to the provisions of paragraph 4, at the time the consumer accepts the offer and meets the corresponding conditions.

2. If the consumer has accepted the offer electronically, the entrepreneur will immediately electronically confirm receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

4. The entrepreneur can - within legal frameworks - inform whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the execution.

5. The entrepreneur will send the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

- a. The visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
- b. 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;
- c. information about guarantees and existing after-sales service;
- d. the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
- e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.

6. In the event of an extended transaction, the provision in the previous paragraph applies only to the first delivery.

7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products in question.

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

On delivery of products:

1. When purchasing products, the consumer has the option to dissolve the contract without giving any reason during 14 days. This period commences on the date of receipt of the product by the consumer or a pre-designated by the consumer and the entrepreneur announced representative.
2. During the reflection period, the consumer will handle the product and packaging with care. He will not unwrap the product more than strictly necessary. If he makes use of his right of withdrawal, he will return the product with all accessories and in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days after receipt of the product. The consumer must make this known using the model form. After the consumer has made known that he wants to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of a proof of shipment.
4. If, after expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of withdrawal, resp. the product has not been returned to the entrepreneur, the purchase is a fact.

When providing services:

5. When providing services, the consumer has the option of dissolving the contract without giving any reason during at least 14 days, starting on the day of entering into the contract.
6. To make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest upon delivery.

### **Article 7 - Costs in case of withdrawal**

1. If the consumer makes use of his right of withdrawal, the costs of return will be for his account.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after cancellation. This is subject to the condition that the product has already been received back by the online retailer or conclusive proof of complete return can be submitted.

### **Article 8 - Exclusion of right of withdrawal**

1. The entrepreneur can exclude the right of withdrawal of the consumer for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur clearly states this in the offer, at least in time for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
  - a. Which have been created by the entrepreneur in accordance with the consumer's specifications;
  - b. which are clearly of a personal nature;
  - c. which cannot be returned due to their nature;
  - d. that can spoil or age quickly;
  - e. the price of which is subject to fluctuations in the financial market over which the

- entrepreneur has no influence;
  - f. for individual newspapers and magazines;
  - g. for audio and video recordings and computer software of which the consumer has broken the seal.
  - h. for hygienic products of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
- a. Concerning accommodation, transport, catering or leisure activities to be performed on a certain date or during a certain period;
  - b. whose delivery has begun with the express consent of the consumer before the reflection period has expired;
  - c. concerning bets and lotteries.

### **Article 9 - The price**

1. During the period of validity stated in the offer, the prices of the products and / or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
  - a. They are the result of statutory regulations or provisions; or
  - b. the consumer is authorized to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.
6. All prices are with reservation to printing and typographical errors. No liability is accepted for the consequences of printing and typesetting errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

### **Article 10 - Compliance and Warranty**

1. The entrepreneur is sure that the products and / or services comply with the contract, in the offer mentioned specifications, the reasonable requirements of reliability and / or usability and on the date of the realization of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the statutory rights and claims that the consumer can assert against the entrepreneur under the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks of delivery. Return of the products must be in the original packaging and in new condition.
4. The warranty period of the entrepreneur corresponds to the factory warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:

- The consumer has repaired and / or processed the delivered products himself or had them repaired and / or processed by third parties;
- The delivered products have been exposed to abnormal circumstances or are otherwise carelessly handled or are contrary to the instructions of the entrepreneur and / or have been treated on the packaging;
- The defect is wholly or partly the result of regulations that the government has made or will make regarding the nature or quality of the materials used.

### **Article 11 - Delivery and implementation**

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified 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 at no cost. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 14 days after dissolution.
6. If delivery of an ordered product proves to be impossible, the entrepreneur will endeavor to make a replacement article available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not be excluded.
7. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and representative announced to the entrepreneur, unless expressly agreed otherwise.

### **Article 12 - Duration transactions: duration, cancellation and extension**

#### **Cancellation**

1. The consumer can at any time cancel an agreement that has been concluded for an indefinite period and that extends to the regular delivery of products (including electricity) or services, with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate a contract that has been concluded for a definite period and that extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, with due observance of the agreed cancellation rules and a notice period. up to one month.
3. The consumer can the agreements mentioned in the previous paragraphs:
  - cancel at any time and not be limited to cancellation at a specific time or in a specific period;
  - cancel at least in the same way as they have been entered into by him;
  - always cancel with the same notice period as the entrepreneur has stipulated for himself.

#### **Extension**

4. A contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be automatically

extended or renewed for a fixed period.

5. Contrary to the previous paragraph, a contract that has been entered into for a definite period and that extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a maximum period of three months, if the consumer can terminate the agreement by the end of the extension with a notice period of no more than one month.

6. A contract that has been concluded for a definite period and that extends to the regular delivery of products or services may only be extended tacitly for an indefinite period if the consumer can cancel at any time with a notice period of up to one month and a notice period of a maximum of three months in case the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

7. An agreement with a limited duration to the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

#### Duration

8. If an agreement has a duration of more than one year, the consumer may cancel the agreement at any time with a notice period of no more than one month, unless the reasonableness and fairness opposes cancellation before the end of the agreed expensive.

### **Article 13 - Payment**

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the cooling-off period as referred to in Article 6, paragraph

1. In the event of an agreement to provide a service, this period commences after the consumer has received the confirmation of the agreement.

In case of a purchase done in a webstore owned by Mind in Development, the payment needs to be made at the moment of ordering. Only after a total payment the order will be handled.

2. The consumer has the duty to immediately report inaccuracies in payment details provided or stated to the entrepreneur.

3. In case of default by the consumer, the operator subject to legal restrictions, the right to charge the reasonable made known to the consumer costs.

### **Article 14 - Complaints procedure**

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days, after the consumer has discovered the defects.

3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to the dispute settlement procedure.

5. In case of complaints, a consumer must first turn to the entrepreneur. In case of complaints that cannot be resolved by mutual agreement, the consumer should contact Stichting WebwinkelKeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), which will mediate free of charge. If a solution is still not reached, the consumer has the option of having his complaint handled by the independent disputes committee appointed by Stichting WebwinkelKeur, the

decision of which is binding and both the entrepreneur and the consumer agree to this binding decision. Submitting a dispute to this disputes committee involves costs that the consumer must pay to the relevant committee. It is also possible to report complaints via the European ODR platform (<http://ec.europa.eu/odr>).

6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.

7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will, at its option, replace or repair the delivered products free of charge.

#### **Article 15 - Disputes**

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad.

2. The Vienna Sales Convention does not apply.

**Article 16 - Additional or deviating provisions** Additional or deviating 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 in an accessible manner by the consumer on a sustainable data carrier.