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Article 1 - Definitions

These terms and conditions include:

Prayer period: The term within which consumers can make use of their right of withdrawal;

Consumer: The natural person who does not act in the exercise of occupation or business and agrees to a contract with the entrepreneur;

Day: calendar day;

Duration transaction: a distance agreement with respect to a range of products and / or services, whose delivery and / or purchase obligation has been spread over time;

Sustainable data carrier: Any means that allows the consumer or entrepreneur to store information that is personalized to him in a way that allows future consultation and unchanged reproduction of the stored information.

Right of withdrawal: The possibility for the consumer to refrain from the distance agreement within the concealment period;

Model Form: The Model Form for Revocation that provides the Entrepreneur who can fill a consumer when he wishes to use his right of withdrawal.

Entrepreneur: The natural or legal person who offers products and / or services at a distance to consumers;

Remote agreement: an agreement whereby only one or more remote communication techniques are used in the context of an enterprise-based system for distance selling of products and / or services, until the conclusion of the agreement.

Remote communication technology: means that can be used to conclude an agreement, without the consumer and the entrepreneur coming together in the same space.

Terms and Conditions: The present Terms and Conditions of the Entrepreneur.

Article 2 - Identity of the entrepreneur

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### Article 3 - Applicability

These terms and conditions apply to every offer of the entrepreneur and to any established agreement on distance and orders between the entrepreneur and the consumer.

Before the remote agreement is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, before the agreement is concluded on a remote basis, it is indicated that the terms and conditions of the entrepreneur will be shown and sent free of charge at the request of the consumer as soon as possible.

If the remote agreement is concluded electronically, by way of derogation from the preceding paragraph and before the remote agreement is concluded, the text of these terms and conditions may be made available to consumers electronically in such a way that the consumer A simple way can be stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, the terms of the general terms and conditions will be notified electronically and that they will be sent free of charge electronically or otherwise by the consumer.

In the event that, in addition to these general terms and conditions, specific product or service terms apply, the second and third paragraphs apply mutatis mutandis and, in the event of contradictory terms and conditions, the consumer may always rely on the applicable provision that is most favorable to him Is.

If one or more provisions in these Terms and Conditions are at any time wholly or partially void or destroyed, the agreement and these terms remain for the remainder and the relevant provision shall be replaced by mutual agreement without delay by a provision that extends Of the original as far as possible.

Situations not governed by these terms and conditions must be evaluated "to the mind" of these terms and conditions.

Uncertainties about the explanation or content of one or more terms of our terms should be explained to the minds of these terms and conditions.

### Article 4 - The offer

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

The offer is free of charge. The entrepreneur is entitled to change and modify the offer.

The offer contains a complete and accurate description of the products and / or services offered.

The description is sufficiently detailed to allow a good assessment of the offer by the consumer.

If the entrepreneur uses images, they are a true and fair view of the products and / or services offered. Apparent mistakes or manifest errors in the offer do not bind the entrepreneur.

All images, specifications data in the offer are indicative and can not give rise to damages or dissolution of the agreement.

Images on products are a true and fair view of the products offered. Entrepreneur can not guarantee that the displayed colors exactly match the true colors of the products.

Each offer contains such information that it is clear to the consumer what the rights and obligations are attached to the acceptance of the offer. This concerns in particular:

The price including taxes;

The possible shipping costs;

The manner in which the agreement will be established and what actions are required for this purpose;

Whether or not it applies to the right of withdrawal;

The manner of payment, delivery and execution of the agreement;

The time limit for acceptance of the offer or the term within which the entrepreneur guarantees the price;  
The level of the distance communication fee if the cost of using remote communication technology is calculated on a different basis from the regular base rate for the means of communication used;  
Whether the agreement is archived after the creation, and if so, how it is consulted for the consumer;  
The way in which the consumer can check and, if desired, recover the information provided by him under the agreement before conclusion of the agreement;  
Any other languages in which, in addition to the Dutch, the agreement can be concluded;  
The codes of conduct which the entrepreneur has undergone and the way in which the consumer can consult these codes of conduct by electronic means; and  
The minimum duration of the remote agreement in the case of a long-term transaction.

#### Article 5 - The agreement

The agreement is concluded, subject to the provisions of paragraph 4, at the time of acceptance by the consumer of the offer and compliance with the conditions attached thereto.

If the consumer has accepted the offer by electronic means, the entrepreneur immediately confirms receipt of acceptance of the offer by electronic means. As long as the acceptance of this acceptance is not confirmed by the entrepreneur, the consumer can terminate the agreement.

If the agreement is established electronically, the entrepreneur finds appropriate technical and organizational measures to secure the electronic data transfer and ensures a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate safety measures.

The entrepreneur can - within legal frameworks - inform whether the consumer is able to meet his payment obligations, as well as all the facts and factors that are relevant for the accountability of the remote agreement. If, on the basis of this investigation, the entrepreneur has good grounds for not entering into the agreement, he is entitled to refuse an order or application or to impose special terms on the execution.

The business owner shall provide the consumer with the product or service to the consumer the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:

- A. The visiting address of the establishment of the entrepreneur where the consumer is entitled to complaints;
- B. The conditions under which and the manner in which the consumer may use the right of withdrawal or a clear notification of the exclusion of the right of withdrawal;
- C. The information about guarantees and existing post-purchase service;
- D. The information contained in article 4 paragraph 3 of these terms, unless the entrepreneur has already provided this information to the consumer prior to the performance of the agreement;
- e. The terms for termination of the agreement if the agreement has a duration of more than one year or indefinite duration.

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

Any agreement is entered into under the suspensive conditions of sufficient availability of the respective products.

#### Article 6 - Right of withdrawal

When delivering products:

When purchasing products, the consumer has the opportunity to dissolve the agreement without

giving reasons for 14 days. This term will begin on the day after receipt of the product by the consumer or a consumer appointed by the consumer and notified to the entrepreneur. During the bedtime, the consumer will carefully handle the product and the packaging. He will only extract or use the product to the extent that it is necessary to assess whether it wishes to maintain the product. If he makes use of his right of withdrawal, he will return the product with all delivered accessories and - if reasonably possible - in the original condition and packaging to the trader in accordance with the reasonable and clear instructions provided by the entrepreneur. When the consumer wishes to withdraw his right of withdrawal, he is obliged to inform the entrepreneur within 14 days of receipt of the product. To inform the consumer through the model form. After the consumer has announced that he wishes to withdraw his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the goods delivered have been returned in time, for example by means of proof of shipment. If, after expiry of the periods mentioned in paragraphs 2 and 3, the customer has not disclosed the intention of making use of his right of withdrawal or resignation. The product has not returned to the entrepreneur, the purchase is a fact.

On delivery of services:

Upon delivery of services, the consumer has the opportunity to dissolve the agreement without giving reasons for at least 14 days, starting on the date of entering into the contract. In order to use his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur in the offer and / or appearance at the time of delivery.

#### Article 7 - Costs in case of revocation

If the consumer makes use of his right of withdrawal, the reimbursement costs will be at the highest.

If the consumer has paid an amount, the entrepreneur will repay this amount as soon as possible, but no later than 14 days after withdrawal. However, the condition that the product has already been returned is subject to consultation by the web store or closing proof of complete return.

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

The entrepreneur may exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur clearly stated this in the offer, at least in time for the conclusion of the agreement.

Exclusion of the right of withdrawal is only possible for products:

- A. Made by the entrepreneur in accordance with the specifications of the consumer;
- B. Which are clearly personal in nature;
- C. Which by their nature can not be returned;
- D. Who can spoil or age quickly;
- e. Whose price is subject to fluctuations in the financial market on which the entrepreneur has no influence;
- F. For newspapers and magazines
- G. For audio and video recordings and computer software that the consumer has broken the seal.
- H. For hygienic products whose consumer has broken the seal.

Exclusion of the right of withdrawal is only possible for services:

- A. To perform accommodation, transport, restaurant or leisure activities on a particular date or during a specified period;
- B. Whose delivery has been explicitly agreed by the consumer before the period of reflection has expired;
- C. Regarding bets and lotteries.

## Article 9 - The price

During the period of validity of the offer, the prices of the products and / or services offered will not be increased, subject to price changes due to changes in VAT rates.

By way of derogation from the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no influence, with variable prices. This tendency to fluctuations and the fact that any given prices are target prices are stated in the offer.

Price increases within 3 months after the conclusion of the agreement are permitted only if they result from statutory regulations or provisions.

Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stated this and:

- A. These are due to statutory regulations or provisions; or
  - B. The consumer has the power to cancel the agreement as from the date of the price increase.
- The prices mentioned in the offer of products or services include VAT.

All prices are subject to printing and typing errors. No liability is accepted for the consequences of pressure and error errors. In case of errors and mistakes, the entrepreneur is not obliged to deliver the product according to the wrong price.

## Article 10 - Conformity and Warranty

The entrepreneur ensures that the products and / or services comply with the agreement, the specifications specified, the reasonable requirements of validity and / or usability and the statutory provisions existing on the date of the conclusion of the agreement and / Or government regulations. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.

A warranty provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer may apply to the entrepreneur under the agreement.

Any defects or defective products must be reported in writing within 4 weeks after delivery to the entrepreneur. Returns of the products must be done in the original packaging and in a state of the art.

The entrepreneur's warranty period corresponds to the factory warranty term. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, or for any advice regarding the use or application of the products.

The warranty does not apply if:

The consumer has repaired and / or edited the products themselves or has been repaired and / or edited by third parties;

The products delivered to abnormal conditions are exposed or otherwise treated with care or contrary to the instructions of the entrepreneur and / or treated on the package;

The invalidity is wholly or partly the result of regulations that the government has imposed or will impose regarding the nature or quality of the materials used.

## Article 11 - Delivery and execution

The entrepreneur will take the utmost care when receiving and carrying out orders for products and assessing applications for services.

The place of delivery is the address that the consumer has notified to the company.

With due regard to what has been mentioned in paragraph 4 of this article, the company will carry out accepted orders at an expeditious speed, but not later than 30 days, unless consumers have agreed with a longer delivery period. If delivery is delayed, or if an order can not be executed, or only partially, the consumer will receive a notification within 30 days of placing the

order. In that case, the consumer has the right to dissolve the agreement at no cost. The consumer is not entitled to compensation.

All delivery terms are indicative. The stipulated time limits can not be deducted from the consumer. Exceeding a time limit does not entitle the consumer to damages.

In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 14 days after dissolution.

If delivery of a ordered product proves impossible, the entrepreneur will make an effort to make a replacement article available. Delivery will be reported in a clear and comprehensible manner that a replacement article is delivered. For replacement items right of withdrawal can not be excluded. The cost of any return shipping is at the expense of the entrepreneur.

The risk of damage and / or loss of products rests with the entrepreneur until the time of delivery to the consumer or a pre-designated representative, announced to the entrepreneur, unless explicitly agreed otherwise.

## Article 12 - Duration transactions: duration, termination and extension

### Termination

The consumer may at any time terminate an agreement that has been entered indefinitely for the purpose of the scheduled delivery of products (including electricity) or services in accordance with agreed notice rules and a notice period of no more than one month.

Consumers may terminate a fixed-term agreement which aims at the scheduled delivery of products (including electricity) or services at any time by the end of the specified period, in accordance with agreed notice of cancellation and a notice period of ten Highest one month.

The consumer can agree the agreements mentioned in the previous paragraphs:

Terminate at all times and not be restricted to termination at a particular time or in a certain period;

At least terminate in the same manner as they have been incurred by him;

Always terminate with the same notice period as the entrepreneur has appointed for himself.

### Extension

A fixed-term agreement, which involves the regular delivery of products (including electricity) or services, may not be tacitly renewed or renewed for a certain period of time.

By way of derogation from the previous paragraph, a fixed-term agreement which provides for the regular delivery of daily newspapers and magazines and journals may be tacitly extended for a period of up to three months if the consumer agrees to this extended agreement Terminate the end of the renewal with a notice period of no more than one month.

An agreement entered into for a certain period of time and which involves the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer can terminate at any time with a notice period of no more than one month and a notice period of no more than Three months in the event of the agreement being scheduled, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

An agreement with a limited duration until the scheduled delivery of daily, news and weekly magazines and magazines (trial or acquaintance subscription) is not tacitly continued and ends automatically after the trial or acquisition period.

### Expensive

If an agreement has a duration of more than one year, after one year, the consumer may terminate the agreement at any time with a notice period of no more than one month unless reasonable and fairness resists termination before the end of the agreed term.

## Article 13 - Payment

Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working

days of commencement of the commencement of termination as referred to in Article 6, paragraph 1. In the event of an agreement to provide a service, this term shall be met After the consumer has received confirmation of the agreement.

The consumer is obliged to notify the entrepreneur without delay of any incorrect or stated payment information.

In case of non-payment of the consumer, the entrepreneur has the right to charge the reasonable costs announced to the consumer, subject to legal restrictions.

#### Article 14 - Complaints

The entrepreneur has a well-known complaints procedure and deals with the complaint in accordance with this complaint procedure.

Complaints about the performance of the agreement must be submitted to the entrepreneur within 7 days after the consumer has identified the defects.

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

If the complaint can not be resolved by mutual agreement, a dispute arises which is susceptible to the dispute settlement.

In case of complaints, a consumer must first contact the entrepreneur. In case of complaints that can not be resolved by mutual agreement, consumers should contact Stichting WebwinkelKeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), which will be mediated free of charge. If there is no solution yet, the consumer has the opportunity to handle his complaint by the Independent Disputes Committee appointed by Stichting WebwinkelKeur. The decision is binding and both the entrepreneur and the consumer agree with this binding verdict. The dispute resolution of this dispute committee involves costs that the consumer has to pay to the relevant committee. It is also possible to report complaints via the European ODR platform (<http://ec.europa.eu/odr>).

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

If a complaint is found by the entrepreneur, the entrepreneur will either replace or repair the goods at its option or delivered.

#### Article 15 - Disputes

Contracts between the entrepreneur and the consumer to which these terms and conditions relate are subject to Dutch law. Even if the consumer is living abroad.

The Vienna Sale Convention does not apply.

#### Article 16 - Additional or derogatory provisions

Additional or different provisions from these Terms and Conditions may not be to the detriment of the consumer and must be written in writing or in such a way that they can be stored by the consumer in an accessible manner on a sustainable data carrier.