
WEBSHOP TERMS AND CONDITIONS ML FABRICS

ARTICLE 1. | DEFINITIONS

In these Webshop Terms and Conditions the following terms will be used in the following meaning:

1. ML Fabrics: the user of these Webshop Terms and Conditions, having its seat of business in Zevenhuizen, the Netherlands, registered at the trade register under Chamber of Commerce number 27180059.
2. Buyer: the consumer or other natural or legal person with whom ML Fabrics has concluded an agreement.
3. Consumer: the buyer as referred to in the previous section that acts for purposes outside his entrepreneurial or professional activity.
4. Agreement: any agreement concluded between the buyer and ML Fabrics by means of the website.
5. Website: the website of ML Fabrics on which the agreement is concluded: www.mlfabrics.nl.
6. Products: all goods to be delivered in the framework of the agreement by ML Fabrics to the buyer goods, which may include: pillows, table, bed linen, plaids, curtains, aprons, bathrobes, khadies, napkin rings and/or other goods.
7. Right of dissolution: the possibility offered to the consumer to dissolve the agreement within fourteen days after receipt of the ordered products without stating reasons.

ARTICLE 2. | GENERAL STIPULATIONS

1. These Webshop Terms and Conditions are applicable to each offer of ML Fabrics and each concluded agreement.
2. Before the agreement is concluded, the text of these Webshop Terms and Conditions are made available on the website to the buyer so that the buyer can save these Webshop Terms and Conditions in a simple manner on his computer, tablet, telephone or other sustainable information carrier. If this under circumstances is reasonably impossible, then before the agreement is concluded, it will be stated where the buyer can take knowledge of the Webshop Terms and Conditions and that they upon request of the buyer will be sent free of charge by e-mail to him. The Webshop Terms and Conditions can furthermore always be requested from ML Fabrics.
3. If one or more of the stipulations from these Webshop Terms and Conditions should be or be declared invalid, then such does not affect the validity of the other stipulations. If invalidity should be in order, then parties are obliged to enter into mutual consultation in order to make a replacement regulation with regard to the invalid stipulation. Thereby as much as possible the purpose and the tenor of the original stipulation will be taken as a point of departure.

ARTICLE 3. | OFFER AND CONCLUSION OF THE AGREEMENT

1. The buyer can derive no rights from an offer of ML Fabrics that contains an obvious error or mistake, for instance an obvious error or mistake in the price setting or stated delivery terms.
2. Images and stated product data represented in the offer, offer a presentation according to truth or a description as complete and precise as possible of the offered products. These data are sufficiently detailed to make a good assessment of the product offering possible. Products can be handmade; minor deviations in form and finishing can happen and cannot be regarded as a shortcoming of ML Fabrics.
3. The agreement is concluded on the moment that the order of the buyer has been confirmed by ML Fabrics by e-mail and the buyer complies with all conditions stated in the offer. The order confirmation sent by ML Fabrics by e-mail is deemed to have been received by the buyer on the moment that the order confirmation has been sent by ML Fabrics. An incorrectness in the e-mail address stated by the buyer will be for his risk.

ARTICLE 4. | EXECUTION AND DELIVERY

1. The delivery of ordered products takes place on the delivery address stated by the buyer. In the absence of the delivery address, the invoice address will be regarded as delivery address.
2. ML Fabrics will observe the greatest possible care in the execution and delivery of the order.
3. ML Fabrics is only obliged to process an order if compliance has taken place with the conditions stated in the offer, such as conditions with regard to payment in advance and statement of (personal) data.

4. ML Fabrics shall execute accepted orders with proper expedience. Delivery terms possibly stated in the offer shall be observed as much as possible. However all stated terms are never to be regarded as fatal terms. ML Fabrics shall notify the buyer as soon as possible of a delayed delivery, whereby the modified delivery term shall be stated.
5. ML Fabrics reserves the right to let the delivery of orders take place in parts.
6. The risk of loss and damaging of the products is transferred to the buyer on the moment that the products have been received by or on behalf of the buyer.

ARTICLE 5. | FORCE MAJEURE

1. ML Fabrics is not obliged to the compliance with any obligation from the agreement if it is impeded thereto by a circumstance that cannot be imputed to it on the basis of the law, a legal or current views in society. Under Force Majeure is also understood the circumstance that ML Fabrics as a consequence of a shortcoming of its suppliers is not able to (timely) comply with its obligations.
2. During the time of the Force Majeure the obligations of ML Fabrics are suspended. If the compliance is permanently impossible, then ML Fabrics will notify as soon as possible the buyer and the agreement will be regarded as dissolved. Payments possibly already made shall be refunded within thirty days after the notification as referred to in the previous sentence to the buyer.
3. Damage as a consequence of Force Majeure is never eligible for compensation.

ARTICLE 6. | RIGHT OF DISSOLUTION

1. Except for the stipulations in this and the following article, the consumer can dissolve the agreement during 14 days after receipt of the products, without stating reasons.
2. The consumer that makes use of the right of dissolution can dissolve the agreement by submitting thereto by e-mail or in another manner possibly described on the website a request to ML Fabrics. As soon as possible after ML Fabrics has been notified of the resolution of the consumer to dissolve the agreement and if the conditions in this article have been complied with, ML Fabrics shall confirm the dissolution per e-mail.
3. During the term as referred to in section 1 the consumer is obliged to treat the product and the packaging carefully. Notwithstanding the stipulation in the following article the rule is that the consumer may only unpack the product to such a degree and use it to the extent that it is necessary to assess the nature and the features of the products.
4. If the consumer makes use of the right of dissolution, he shall return the product undamaged, with all delivered appliances and in the original state and packaging to ML Fabrics. If the product has been subject to reduction of value emerged because the buyer did more than was necessary to assess the nature, features and/or working of the products, then ML Fabrics is authorised to bring this reduction of value into account and to set it off against the purchase price.
5. Returning of the products needs to take place within fourteen days after the dissolution of the agreement, as described in section 2, has been confirmed by ML Fabrics.
6. If the consumer makes use of the right of dissolution, the costs of returning of the products will be for his account.
7. ML Fabrics shall refund the purchase amount minus possible reduction of value as possible, but not later than within fourteen days after dissolution of the agreement to the consumer, provided that the products have been received back by ML Fabrics, or that it has been demonstrated by the consumer that the products actually have been sent back.

ARTICLE 7. | EXCLUSION OF THE RIGHT OF DISSOLUTION

The right of dissolution is excluded for:

- products that are not suitable to be sent back for reasons of health protection or hygiene and of which the sealing has been broken after the delivery, or the packaging has been opened, such as bed linen and other bedding materials;
- curtains;
- other products that according to art. 6:230p of the Dutch Civil Code have been excluded from the right of dissolution.

ARTICLE 8. | PRICES AND PAYMENTS

1. Unless explicitly stated otherwise, the prices stated on the website are exclusive of delivery charges and inclusive of VAT.
2. Before the agreement is concluded, the total price due by buyer is stated, inclusive of VAT and all other costs.
3. During the validity period stated in the offer the prices of the offered products shall not be increased except for price changes as a consequence of changes in VAT rates.

4. Unless explicitly agreed otherwise, payment needs to take place before delivery of the products. The buyer can make no claim whatsoever with regard to the execution of the order as long as the payment in advance has not been made.
5. An incorrectness or incompleteness in payment data provided by the buyer should be reported without delay to ML Fabrics.
6. If no timely payment takes place, ML Fabrics reserves the right to regard the agreement as dissolved and not to keep the concerned products any longer reserved for the buyer, notwithstanding its right to request compliance with the agreement.
7. All possible reasonable costs, both in-court, out-of-court as execution costs, made to collect amounts due by the buyer, will be for the account of the buyer. The possible out-of-court costs shall in any case be calculated according to the Dutch law Wet Incassokosten.

ARTICLE 9. | COMPLAINTS

1. Complaints about the execution of the agreement should be submitted within proper time after the buyer has established the defects, described completely and clearly by e-mail to ML Fabrics.
2. Complaints submitted to ML Fabrics will be answered within a term of fourteen days after receipt thereof. If a complaint requires a longer processing time, then within the term of fourteen days shall be replied with a confirmation of receipt and an indication of when the buyer can expect a more extensive answer.

ARTICLE 10. | LIABILITY

1. ML Fabrics accepts no liability for damage as a consequence of the use of the products delivered by it, unless the damage is caused by wilful intent or conscious negligence of ML Fabrics.
2. In particular ML Fabrics bears no liability for consequential damage suffered by the buyer. If despite the stipulation in these Webshop Terms and Conditions still liability of ML Fabrics exists, then solely direct damage is eligible for compensation. Under direct damage is solely understood:
 - the reasonable costs for the assessment of the cause and the scope of the damage, to the extent that the assessment regards damage that is eligible for compensation in the sense of these Webshop Terms and Conditions;
 - the possible reasonable costs made to let the defect performance of ML Fabrics comply with the agreement, to the extent that this can be imputed to ML Fabrics;
 - reasonable costs, made for the prevention or limitation of damage, to the extent that the buyer demonstrates that these costs have led to a limitation of the direct damage as referred to in these Webshop Terms and Conditions.
3. In any case the liability of ML Fabrics is limited to compensation to the maximum of the invoice value of the agreement, at least to that part of the agreement to which the liability relates.
4. In deviation of the statute of limitations by law, the statute of limitations of all claims and defences towards ML Fabrics is one year only.
5. Except for in case of wilful intent or conscious negligence by ML Fabrics, the buyer shall safeguard ML Fabrics from all claims of third parties, on whichever basis, regarding compensation of damage, costs or interests, related to the use of and related to products delivered by ML Fabrics.
6. The stipulation in this article leaves the mandatory lawful stipulations with regard to consumers unaffected.

ARTICLE 11. | FINAL CLAUSES

1. Solely the laws of the Netherlands are applicable to each agreement and all legal relations deriving there from between the buyer and ML Fabrics.
2. Parties shall only turn to the courts after they made an optimal effort to resolve the dispute in mutual consultation.
3. Unless the law deviates mandatorily, solely the court within the district of the seat of business of ML Fabrics shall be competent to take knowledge of disputes.
4. The text in the language of the Netherlands of these Webshop Terms and Conditions shall always determine the interpretation thereof.