

GENERAL CONDITIONS OF SALE

You can download MUNO's terms and conditions here.

1. GENERAL CONDITIONS

The webshop www.muno.be is made available by Pierre Fannes bvba, having its registered office Brusselsesteenweg, 49, B-1560 Hoeilaart, registered in the register of legal persons of Brussels, under the number 0454.742.928. The following conditions apply to all transactions between you and MUNO-Pierre Fannes bvba.

In the context of these terms and conditions, the following terms are defined as follows:

General Conditions: these terms and all their additions or updates;

Order: the result of the ordering process, as described in Article 4 of the General Conditions. After receipt of payment, the order becomes a sale;

User: a user of the Webshop, ie a natural person not acting in the context of professional activities and who, by typing the address of this website or following a link, comes to this website and uses it only for information purposes or to place an order;

Consumer: a Webshop user who purchases one or more items and has reached the age of 18;

MUNO: Pierre Fannes / MUNO bvba, limited liability partnership, registered office at 1560 Hoeilaart, Brusselsesteenweg, 49, registered in the register of legal persons of Brussels, under number 0454.742.928. This is the legal entity that offers remote products or services to the consumer.

Sale: the online purchase of an Item (as defined below). Payment is made in advance. At the time of receipt of payment, the sale is effective;

Delivery: the transfer of the article to the consumer. This delivery can be made both to the address indicated by the Consumer and in a DPD Pickup parcelshop, at the choice of the Consumer. This for most items. A conventional road carrier will be needed for large volumes. The choice of this carrier will depend on the country of delivery.

Webshop: set of related web pages. The Webshop is accessible via the URL <https://www.muno.be> and is operated by MUNO. It is possible to buy Items via the Webshop. Unless otherwise agreed in writing, the relations between MUNO and the User are governed by these General Conditions, which are supposed to be read and accepted by the User, even if they could be contrary to his own general or special conditions. In the event of contradiction, these Terms and Conditions shall prevail. The General Terms and Conditions are available in Dutch, French and English, the languages in which the site is written.

The General Conditions govern the security and the contractual relationship of the transactions between the User and MUNO. By surfing on the Webshop, the User confirms having read and accepted the general conditions of use. The above applies regardless of whether the User consults.

The Webshop in Belgium or abroad. If the User uses certain additional services of this Webshop, the additional conditions will also be communicated to him if necessary, and they will then be part of the General Terms and Conditions.

MUNO may change the Terms and Conditions at any time. Any Sale taking place after a modification supposes that the User accepts the modification. The General Conditions may be supplemented by other conditions if it is explicitly returned. In the event of contradiction, these Terms and Conditions shall prevail.

2. ACCURACY OF DATA

MUNO sells decoration items via the Webshop in the broadest sense; including fixtures, Christmas decorations, plant decorations and accessories - non-exhaustive list (hereinafter referred to as "Item" or "Items").

Information about Articles, prices and general information about online purchases are subject to changes and improvements. MUNO makes every effort to ensure the most correct and transparent communication possible. Nevertheless, in case of inaccurate, incomplete or outdated information, the necessary corrections will be made as soon as possible, without the Users being explicitly informed.

The images and descriptions of the Articles are not binding, but are approximate and communicated by MUNO for information only.

The colors of the Articles always reflect the reality as accurately as possible, but are not binding and are only communicated for information purposes. MUNO can not guarantee that each screen displays the same colors or that the color can not vary upon receipt of the Item.

3. CONTRACT OF SALE

MUNO reserves the right to cancel the sale in the following cases:

in the event of a serious presumption of abuse or bad faith of a Consumer;

in the event of an assumption that the Consumer intends to resell the items on his behalf;

when an Item is no longer in stock or available;
when it is established that an invalid offer has been
made; in case of force majeure.

4. ONLINE ORDER

Path to follow

choose your item, indicate your size, if any, and add it to your
basket; in your cart, go to the Cashier (payment);

register or sign in (if you do not have an account yet);

choose your billing address under "My data";

choose the desired delivery method in "My delivery"; your billing address or provide
another address for delivery;

in "My Payment" you will find your billing and delivery addresses. Choose also your
payment method;

follow the steps for payment and validate your payment; you will be asked to accept
the Terms and Conditions;

You can view a summary of your order at any time in your account.

Once the Order is complete, the Consumer receives an email from MUNO containing an
Order confirmation. This e-mail contains, in addition to the Order summary, these Terms
and Conditions. He will also receive payment confirmation.

All Orders may be subject to inventory fluctuations. When the Item is not in stock,
MUNO will notify the Consumer and MUNO will have the right to cancel the Order.

modifications

After receipt of payment, the Consumer will no longer be able to modify the Order.
MUNO will not be able to modify the specified delivery address or delivery method.
The Order will then be processed and will be available 4 to 10 days working days to
the delivery address chosen by the consumer.

Your personal account

A personal account is created when the User registers on the Webshop. The
registration on the Webshop is unique and does not imply any obligation of
purchase on the part of the User.

The User may consult on his personal account a list of Orders placed and / or Sales made, as
well as

the status of the Order and / or Sale. The User may at any time modify his data through his personal account.

Claims and warranty

If the consumer wishes to make a complaint about an Article, he / she must contact MUNO immediately by phone at +32 2 523 95 56. or by e-mail at info@muno.be.

The Consumer must indicate, in as much detail as possible, the nature of his claim and attach (if necessary) a photo of the (damaged) Item. MUNO will investigate the complaint as soon as possible and contact the Consumer. The Consumer may also always assert his right of withdrawal under the conditions set out in Article 10 of these Terms and Conditions, as well as the legal warranty.

Muno has no exceptions to the statutory right of withdrawal.

In addition to MUNO's internal procedure, you can contact BeCommerce and the European platform ODR

MUNO follows the BeCommerce Code of Conduct: https://www.becommerce.be/upload/Code_%20de%20conduite%20du%20Label%20de%20Qualit%C3%A9%20BeCommerce20131021095912.pdf

5. PRICE

All prices listed in the Webshop include VAT and shipping costs. The currency is still the euro.

In the event of a technical error relating to the mention of the price, MUNO will only be required to respect the indicated price if it could reasonably apply to the article in question.

The Consumer will be informed as soon as possible. In the aforementioned case, the consumer may cancel the order free of charge within 14 days after being notified of the inaccuracy of the price.

6. PAYMENT

All Orders must be paid before the delivery of the Items. The Consumer may pay an Order made on the Webshop using different payment methods:

Visa, CB, Mastercard, Sofort Banking, Ing Homepay, KBC / CBC, Belfius, Bancontact /MisterCash, iDEAL, Multibanco, Payshop, Boletto Bancario, CIELO, SDD SEPA, Sisal, Przelewy24

MUNO reserves the right to exclude certain payment methods on the basis of the data transmitted by the Consumer. Payment for purchases made on the Webshop is made via an online payment platform. In order to maximize the security of payment, MUNO requires the electronic signature of the Consumer during the payment process.

Payment error?

The Order is automatically canceled. If the Consumer nevertheless wishes to receive the Items, he must order them again and ensure payment in due form.

Bill

If the Consumer wishes an invoice for the Order, he can contact MUNO by e-mail at info@muno.be within 3 working days after receipt of the Order. The Consumer must indicate the number of the Order in his request.

7. DELIVERY COUNTRY AND DELIVERY

RESTRICTIONS MUNO offers deliveries in all European countries

8. DELIVERY

The place of delivery is the address that the consumer has communicated to MUNO. To the extent possible, Delivery will be made within 4 to 10 business days after receipt of the Payment, in accordance with Article 4. MUNO shall proceed with the Sale promptly, no later than 30 days, unless longer delivery time has been agreed.

In case of late delivery or if a Sale can not be (partially) carried out, the Consumer will be notified within one month after the closing of the Sale. The Consumer will then have the right to dissolve the Sale without charge.

In the event of dissolution, in accordance with the preceding paragraph, MUNO will refund the amount paid by the Consumer as soon as possible, and at the latest 14 days after the dissolution.

9. DAMAGED ARTICLE OR DELIVERY ERROR

MUNO will bear the risk of damage and / or loss of items until the moment of delivery to the Consumer, unless otherwise expressly agreed.

The Consumer must inspect the items ordered as soon as they are received to detect any defects,

damage or misdelivery. If a delivered Item does not comply with the ordered Article, the Consumer can assert his right of withdrawal in accordance with Article 10 below. MUNO will in this case bear the cost of return.

10. RIGHT OF WITHDRAWAL AND RETURN

PROCEDURE Right of withdrawal upon delivery of products:

The Consumer has 14 calendar days following receipt of the Article to assert his right of withdrawal, without penalty and without any obligation of justification.

During the above period, the Consumer will handle the Item and its packaging with care. He will only unpack or use the Delivered Items to the extent necessary to decide if he wishes to keep them. If he asserts his right of withdrawal, he will return the Items with all their accessories in their original condition and packaging to MUNO, in accordance with the instructions provided by MUNO, as indicated below.

Retraction fee:

If the Consumer claims his right of withdrawal, he will bear the costs of return.

Refunds of items ordered but subject to a withdrawal will be made no later than 30 days after receipt of returned items.

Return procedure

Returned Items will only be accepted by MUNO if the Consumer has not used the Items.

To return an item, the Consumer must respect the following procedure:

Step 1: The Consumer reports the return by email at info@muno.be

Step 2: The Consumer delivers the Items in the original packaging with all original labels and accessories. The original packaging prevents the items from being damaged during the return. MUNO reserves the right to refuse incomplete Articles or Articles used.

Step 3: The Consumer delivers the Items he / she wishes to return, enclosing the completed return form in a Pickup DPO parcelshop. The current list of DPO pickup parcelshops is available at www.dpd.com. For large packages, MUNO will provide specific instructions. The procedure

depends on the country of removal and the volume of return.

Step 4: If the Items reach MUNO in good conditions, the Consumer will be refunded within 30 days. If the items arrive incomplete or damaged, MUNO will contact the Consumer.

If you have any questions about the return procedure, the Consumer can contact MUNO using the above mentioned contact information.

11.FORCE MAJEURE

In case of force majeure, MUNO can not be held to respect its obligations towards the Consumer and these obligations will be suspended for the duration of the force majeure. Force majeure means any circumstance, beyond the control or control of MUNO, preventing MUNO from fulfilling all or part of its obligations to the Consumer.

These circumstances include, but are not limited to: floods, fires, strikes, lockouts, transportation problems and enactment of laws.

In case of force majeure, MUNO has the right to change the delivery time of the items ordered and, if the delivery of the items proves impossible or unreasonable, cancel the sale, without being required to pay compensation.

12.LIMITATION OF

LIABILITY Using the Webshop

MUNO can not be held responsible for a temporary interruption of the availability of or access to the Webshop, computer system failures, viruses or other inconveniences or damages, in the broadest sense of the term, that could occur. produce when using the Webshop.

Legal guarantee

The Consumer can invoke the legal guarantee if an item delivered does not comply with the ordered article.

The Consumer can invoke the legal guarantee if the non-compliance of the Article is established within the legal deadlines.

If the Item has a defect and / or damage within the first six months after the Delivery, the defect / damage will be presumed to exist from the Delivery. It will be up to MUNO to prove otherwise if it does not agree with this principle.

If the defect and / or damage is found more than six months after the Delivery, it is the Consumer who must prove that the goods did not comply with the Delivery.

By the nature of the product, however, MUNO can only guarantee that the plants (or plant objects) sold are of good culture and good health. No guarantee can be given as to the resistance of a plant (or plant decoration) to the conditions of use and storage. MUNO is in no way responsible for the direct or indirect consequences on people or property of misuse or improper storage or improper maintenance of products sold by him. The buyer takes care of it and assumes the risks.

The Consumer can not invoke the legal guarantee for changes of time or place of delivery, insofar as all the delivery times and places are always indicative, or for defects of which he was aware at the time of the Sale.

In case of complaint about the non-conformity of an Article, the Consumer can contact MUNO by e-mail: info@muno.be

exclusions

The guarantee falls due when the defect appeared by accident, aggravation of the situation by negligence, falls, use not in conformity with the object for which the Article was conceived, non- respect of the instructions of use or maintenance, bad maintenance, abnormal, commercial or incorrect use. The guarantee does not apply in case of intervention of a third party.

Use of Articles

MUNO is not liable for any loss, damage or damage of any nature whatsoever to the Consumer or any third party resulting from the use of the Articles.

Delivery and other exclusions

MUNO can not be held responsible for the non-respect of any delay, insofar as all the deadlines are communicated for information only, without causing any obligation for MUNO, nor of any other damage which it could cause by its fault or his negligence, even in case of serious misconduct. Any consequences resulting from any damage that one of the parties can not foresee at the time of the conclusion of the contract of sale can not give rise to compensation.

MUNO's total liability will never exceed the purchase price of the Item in question.

13. REFERRAL TO OTHER WEBSITES

The return to other websites from the Webshop is purely indicative. The use of information on the Webshop is subject to the express authorization of MUNO.

14. INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights means: any intellectual, industrial and other property rights (registered or not), including, but not limited to: trademarks and copyrights on www.muno.be are the exclusive property of MUNO. Any use of www.muno.be or its contents, including reproduction or backup, total or partial, of such content for private, personal and non-commercial use is prohibited without the prior permission of MUNO.

The information and suggestions provided can be used and processed freely and without compensation by MUNO for the optimization of the Webshop.

15. PRIVACY POLICY

MUNO recognizes the importance of privacy. The Consumer will find detailed information about the privacy policy under Privacy. The Consumer accepts this policy.

16. LEGISLATION

Any dispute relating to the conclusion, validity, interpretation or performance of the contract or of these General Terms and Conditions will be subject exclusively to Belgian law and will fall under the exclusive jurisdiction of the courts of the judicial district of Hal-Vilvorde. As part of their relationship, all Parties accept electronic evidence (eg e-mail, security copies, etc.).

In the event that one of the present conditions is declared void or can not be applied, the other conditions remain nevertheless valid and this condition will be applicable to the extent that it is authorized by the legislation.

17. CONCLUSION

This agreement replaces any previous agreement with Webshop Users.

For any question, remark or to report a technical problem concerning the Webshop, the Consumer can contact MUNO by phone at +32 2 523 95 56 or by e-mail at info@muno.be.

These Terms and Conditions were last updated on September 27, 2018.