

GENERAL TERMS & CONDITIONS WEBSHOP 2018

PREAMBLE

These General Terms and Conditions of Sale shall apply as between:

MAD ABOUT MATS™ by EMPIRE CARPETS INTERNATIONAL N.V. with registered office at Brugsestraat 140+, 8531 Hulste, Belgium, registered under the company identification number BE 0878.377.263. Hereinafter referred to as « MAD ABOUT MATS™ »

And

Any consumer or business carrying out a purchase of products via the website www.madaboutmats.shop. Hereinafter referred to as the « Web User »

Any order taking carried out on the web site www.madaboutmats.shop assumes prior consultation and acceptance of these general terms and conditions.

The website www.madaboutmats.shop is an e-commerce site, such that the web user admits that he or she is perfectly informed of the fact that his or her manuscript signature of this document is not required for his or her agreement to these general terms and conditions of sale.

The web user is invited to save and print these general terms and conditions of sale, which shall be valid for both parties.

CONTACT US

MAD ABOUT MATS™

Brugsestraat 140+

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Belgium

Phone +32 491 56 26 35

Mail info@madaboutmats.com

1 - PURPOSE

The purpose of these general terms and conditions is to lay down the rights and obligations of the parties in the context of remote selling of products offered on the sales pages accessible on the web site www.madaboutmats.shop and all its pages and extensions from the placement of the order to after sales service and warranties, including payment and delivery.

2 - APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS OF SALE

The version of the general terms and conditions of sale applicable to the web user shall be the one appearing on the site at the time of validation of the order by the web user.

The various versions of the General Terms and Conditions of Sale shall be archived by MAD ABOUT MATS™. All General Terms and Conditions of Sale may be amended or deleted at any time.

3. SITE UNAVAILABILITY

The web site www.madaboutmats.shop or access to one or more services on the site such as the online sales pages may, without warning and without giving rise to any indemnity, be definitively or temporarily closed, without the web user being able to claim any compensation whatsoever as long as no definitive order was placed before the unavailability emerges.

4. PRODUCTS

4.1 Availability

The products offered for sale by MAD ABOUT MATS™, namely decorative and functional floor- and doormats in different qualities and sizes shall be those appearing on the www.madaboutmats.shop website on the day on which the web user consults the site.

4.2 Information/warranties

The greatest care is taken, prior to any order, to provide online information in particular on the essential characteristics of the products for sale, on payment methods and delivery. Nevertheless, small differences in the information provided on the products, such as the product images, which do not modify the essential characteristics or the use for which the product is destined as informed by the web user or the use that can be reasonably estimated, may be present. Such modifications may not under any circumstances whatsoever, commit MAD ABOUT MATS™'s contractual responsibility.

The online information on the site www.madaboutmats.shop does not discharge the web user from taking note of information attached to the product or on it or its packaging (precautions for use, instructions for cleaning...).

4.3 Using the products

The customer agrees to use the products in accordance with their purpose and to follow the products' instructions for use.

MAD ABOUT MATS™ may not be held liable for improper use of the products in particular for any use other than the use in conformity with the product's instructions.

5. PRICES

Prices relating to the product order are displayed in the online sales page dedicated for the purpose.

Prices are inclusive of tax and displayed in euros. The prices do not include, unless stated to the contrary, delivery charges, which will appear in addition to the price when making the order and prior to the web user confirming the order.

MAD ABOUT MATS™ reserves the right to amend its prices at any time. Nevertheless, articles shall be invoiced on the basis of the price schedule currently in force at the time the web user registers the order.

6 - ORDER

6.1 Order placement

Order placement includes the following stages:

- Stage 1: Filling the basket.
- Stage 2: Providing the necessary information. The information communicated by the web user when opening his or her customer account or when making each individual order must be complete, accurate and up to date. If not, MAD ABOUT MATS™ will be unable to carry out the order(s). If the web user does not wish to communicate such information, MAD ABOUT MATS™ will be unable to respond favorably to his or her order
- Stage 3: Display and consultation of the applicable General Terms and Conditions of Sale.
- Stage 4: Acceptance of all the general terms and conditions of sale by ticking the box marked « I accept the general terms and conditions of sale » (box un-ticked by default)
- Stage 5: Validation of the order by clicking on the button « Order with obligation to pay ».

The web user receives an acknowledgement of receipt of his or her order by e-mail.

All orders made by the web user by the stages described above shall constitute an irrevocable acceptance of the general terms and conditions.

6.2 Confirmation of the order

The order confirmation shall be communicated by e-mail to the e-mail address provided by the web user on the order form.

This confirmation e-mail shall include in particular the following information:

- a description of the products;

- the numeric identification of the order;
- the total price for the order (price + delivery charges);
- a reminder of the secure conditions of payment.

The web user shall be responsible for safe keeping of the contractual information by a medium of his or her choice.

MAD ABOUT MATS™ reserves the right not to confirm the order in particular in the event of a refusal of authorization of payment, faulty address or any other problem with the user's account. In such an event, MAD ABOUT MATS™ shall inform the web user by e-mail.

The order shall only be definitive following:

- settlement of the whole price by the web user;

Regarding the shipping, our working hours are from Monday to Thursday, from 8am to 12am and from 12:30 to 16:30, and on Friday from 8am to 12am and from 12:30 to 14:30 (Belgian time) and excluding public holidays. The additional delays are those carried out by the transport partners.

Once an order is confirmed, it may not be amended.

7 - PAYMENT

7.1 Payment means

Payment is carried out online by bank card either by PayPal or via MAD ABOUT MATS™'s partner bank.Â

For payments by bank card carried out on its site, MAD ABOUT MATS™ uses the secure payments service on the server of its partner banks. All information sent from the site www.madaboutmats.shop to the payment site is systematically encrypted to ensure confidentiality. All credit card payments made on the site are in immediate charge.

7.2 Failure to pay

In the event of failure to pay not caused by force majeure and only in case the web user is an undertaking, MAD ABOUT MATS™ shall have the right to claim late payment interest calculated on the basis of the current legal rate plus three points applicable from the due date for payment, as well as a fixed indemnity of 10% of the total order price.

7.3 Right of title

The product delivered shall remain the property of MAD ABOUT MATS™ until complete and effective payment of the price by the web user. Failure to pay may lead to the reclaiming of the goods by MAD ABOUT MATS™.

Transfer of risk of loss or deterioration to the web user shall take place on the moment the web user takes physical control over the products. Â

8 - TERMS AND CONDITIONS OF DELIVERY AND DELIVERY TIMES

8.1 Order picking

All orders will be delivered within delivery times mentioned for each product specifically. Any additional delays are the sole responsibility of the transporter of the products.Â Order are prepared in the warehouse of MAD ABOUT MATS™.

8.2 Delivery times and availability

The products ordered by the web user shall be delivered within a period of 2 up to 7 working days, depending on the quality of the mat. The delivery times are mentioned next to each product. If a product is unavailable, MAD ABOUT MATS™ will inform the web user thereof within a reasonable amount of time. In such an event, MAD ABOUT MATS™ has the right to cancel the order and will reimburse the total amount paid by the web user within a reasonable amount of time. In the event of a predictable delay in delivery, MAD ABOUT MATS™ undertakes to inform the web user thereof in order to give the latter to the choice to either maintain the order or cancel the order totally or partially.

Both parties may not be held liable for the consequences of any events independent of its will, in particular in the event of force majeure or acts of God leading to delay or cancellation of delivery of the product ordered.

In the event the delivery time indicated for the specific product is exceeded by more than 7 working days, the web user may cancel his or her order by registered letter with receipt confirmation to the registered office of MAD ABOUT MATS as mentioned in these terms and conditions. The cancellation shall only be accepted by MAD ABOUT MATS™ if the delivery has not taken place between the sending of the letter by the web user and receipt of the said letter by MAD ABOUT MATS™. The web user shall be reimbursed within a reasonable amount of time after receipt of the recorded delivery letter by MAD ABOUT MATS™.

MAD ABOUT MATS™ reserves the right to choose the products transporter.

If the parcel is returned to the sender for being unclaimed or if the web user has provided a wrong delivery address, MAD ABOUT MATS™ reserves the right to recover these costs from the web user.

8.3 Checking delivery

MAD ABOUT MATS™ guarantees the conformity of the product delivered with the essential characteristics as described on the site www.madaboutmats.shop for usage in accordance with its purpose.

The web user shall check the state of the packaging and the conformity of the product delivered and shall note any visible fault or defect on the transporter's delivery slip. If no remarks are mentioned on these slips, the products will be deemed to be delivered in conformity with the placed order.

8.4 Transporter

The choice of transporter belongs to MAD ABOUT MATS™.

9 - RETURNS

The web user has the right to return or exchange the products within 14 days after receiving. Attached to the confirmation mail the web user will find a return form that needs to be filled in and added to the parcel. The shipping costs both for sending back the goods are charged to the web user. In this case, the choice of transporter belongs to the web user.

All questions or remarks can be sent to info@madaboutmats.com. We do our utmost to handle the complaint within 2 working days after receipt. If the web user is not completely satisfied after contacting MAD ABOUT MATS™, he can submit the complaint via the European ODR platform <http://ec.europa.eu/odr/>, available since 15 February 2018

10 - PERSONAL INFORMATION

The web user authorizes MAD ABOUT MATS™ to include the personal data provided by the web user in an automated data file. MAD ABOUT MATS™ warrants that it will act in accordance with any applicable regulations in the context of the processing of personal data. This data can be used for the purposes of the implementation of the agreement. If the web user has questions regarding the use of his personal data, he can contact info@madaboutmats.com.