

## General Terms and Conditions

### Article 1 – Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

1. **Grace period:** The period during which the consumer can exercise his right of withdrawal;
2. **Consumer:** A natural person not acting as a professional or a business and not maintaining a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration of the transaction:** a contract concerning a range of products and / or services, of which the supply and / or purchase is spread over a period of time
5. **Durable medium:** any means that enables the consumer or business to store information in a way that enables future consultation and unaltered reproduction of the stored information that is personally addressed to him.
6. **Right of withdrawal:** the ability for the consumer to waive the distance sale /contract within the cooling-off period;
7. **Entrepreneur:** the natural or legal person who offers products and / or services to consumers;
8. **Distance contract:** an agreement in the framework of a system organized by the Entrepreneur for distance sale of products and / or services. To conclude the agreement exclusive use of one or more methods of distant communication is used;
9. **Technology for distance communication:** means that can be used to conclude a contract, without the consumer and entrepreneur having to be together in the same room.

### Article 2 – The Entrepreneur's identity

Mono Japan online store is a trading name of:

Japan Cultural Exchange  
Lucellestraat 35-3  
1055 HV Amsterdam  
The Netherlands

Office hours Monday - Friday 09:00 to 17:00.  
Phone: +31 638317250  
Email: [shop@monojapan.nl](mailto:shop@monojapan.nl)

Chamber of Commerce number: 58701990  
VAT identification number: NL244654104B01

If the Entrepreneur's activity is subject to a relevant licensing regime: information about the supervising authority;

If the Entrepreneur practices a regulated profession:

- the professional association or organization of which he is a member;
- the title of his profession, the place in the EU or the EEA where it is awarded;
- a reference to the rules of professional practice which are applicable in the Netherlands and information about where and how these professional rules can be accessed.

### Article 3 – Applicability

1. These General Terms and Conditions apply to any offer from the Entrepreneur and to any distance contract concluded by the Entrepreneur and the Consumer.
2. Before concluding a distance contract, the Entrepreneur shall make the text of these General Terms and Conditions available to the Consumer. If this is reasonably not possible, the Entrepreneur, before concluding the distance contract, shall notify that the General Terms and Conditions can be inspected at the Entrepreneur's and that, at the Consumer's request, they will be sent to the Consumer free of charge as soon as possible.
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded,

may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long-term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically before concluding the distance contract, and that they will be delivered at the Consumer's request free of charge, either via electronic means or otherwise;

4. If in addition to these General Terms and Conditions specific product or service conditions apply, the second and third paragraphs shall apply accordingly, and in the event of contradictory General Terms and Conditions, the Consumer may always appeal to the applicable provision that is most favorable to him/her.

#### **Article 4 – The offer**

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products and/or services offered. The description is suitably detailed to enable the Consumer to assess the products and/or services adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer are not binding for the Entrepreneur.
3. All offers contain such information that it is clear to the Consumer what rights and duties are attached to accepting the offer. This involves in particular:
  - the price, including taxes;
  - any delivery costs, if applicable;
  - the way in which the agreement will be concluded, and what actions are needed to establish this;
  - whether or not the right of withdrawal is applicable;
  - the form of payment, delivery or performance of the contract;
  - the time frame for accepting the offer, or, as the case may be, the time frame for honoring the price;
  - the rate of distance communication if the costs for using the technology for distance communication are calculated on a basis other than the basic rate;
  - if the contract is filed after conclusion, how the Consumer can consult it;
  - the manner in which the Consumer may acquaint him/herself with undesired actions before concluding the contract, and the way the Consumer may correct these actions before the contract is concluded;
  - any languages other than Dutch in which the contract can be concluded;
  - the codes of conduct to which the Entrepreneur has submitted and the manner in which the Consumer can consult these codes of conduct via electronic means, and
  - the minimum duration of the distance contract in the event of a contract for continuous or periodical delivery of products or services.

#### **Article 5 – The contract**

1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.
2. If the consumer accepted the offer via electronic means, the Entrepreneur shall promptly confirm the receipt of the acceptance of the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.
3. If the contract is concluded electronically, the Entrepreneur will take appropriate technical and organizational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, the Entrepreneur shall observe appropriate security measures.
4. The Entrepreneur may, within the limits of the law, gather information about Consumer's ability to fulfil his payment obligations, as well as all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request while giving reasons, or to attach special terms to the implementation.
5. The Entrepreneur shall send the following information along with the product or service, in writing or in such a way that the Consumer can store it in an accessible manner on a long-term data carrier:

- the visiting address of the Entrepreneur's business establishment where the Consumer may get into contact for any complaints;
  - the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about being exempted from the right of withdrawal;
  - the information corresponding to existing after-sales services and guarantees;
  - the information as stated in article 4 paragraph 3 of these Terms and Conditions, unless the Entrepreneur has already provided the Consumer with this information before the performance of the contract;
  - the requirements for cancelling the contract if the contract has a duration of more than one year or for an indefinite period of time.
6. If the Entrepreneur has undertaken to deliver a series of products or services, the stipulation in the previous paragraph applies to the first delivery only.

#### **Article 6a – Right of withdrawal when delivering products**

When delivering products:

1. When purchasing products, the Consumer has the option to repudiate the contract without specifying any reasons for a period of at least 14 days. This period starts on the day the product is received by or on behalf of the Consumer.
2. During this period, the Consumer shall handle the product and the packaging with care. The Consumer shall only unpack or use the product to the extent necessary to judge whether he or she wishes to keep the product. If wishing to exercise the right of withdrawal, the Consumer shall return the product with all delivered accessories and, as far as reasonably possible, in the original condition and packaging to the Entrepreneur in conformity with the Entrepreneur's reasonable and clear instructions.

#### **Article 6b – Right of withdrawal when providing services**

1. When providing services, the Consumer has the option to repudiate the contract without specifying any reasons, for a period of at least 14 days starting on the day of concluding the contract.
2. To exercise the right of withdrawal, the Consumer shall follow the reasonable and clear instructions given by the Entrepreneur in this context during the offer and/or before the delivery.

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

1. Should the Consumer exercise the right of withdrawal, only the returning costs are at the Consumer's expense.
2. If the Consumer has made a payment, the Entrepreneur shall return this amount as soon as possible, but within not more than 30 days after the return or withdrawal.

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

1. If the Consumer does not have the right of withdrawal, the Entrepreneur can exclude this right only if the Entrepreneur indicated this clearly in the offer or at least in good time before concluding the contract.
2. Exclusion of the right of withdrawal is only possible for products:
  - that were realized according to the Consumer's specifications;
  - that are obviously personal in nature;
  - that cannot be returned due to their nature;
    - d. that spoil or age quickly;
  - whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control;
  - for single newspapers and magazines;
  - for audio and video recordings and computer software of which the Consumer has broken the seal;
3. Exclusion of the right of withdrawal is only possible for services:
  - regarding accommodation, transportation, restaurant establishments or leisure activities to be used or performed on a certain date or during a certain period;

- of which the provision has been started with the Consumer's explicit consent before the expiration of the cooling-off period;
- regarding betting and lotteries;

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

1. The prices of the products and/or services provided shall not be raised during the validity period stated in the offer, subject to changes in price due to changes in VAT rates.
2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.
3. Price increases within 3 months after concluding the contract are permitted only as a result of new legislation.
4. Price increases from 3 months after concluding the contract are permitted only if the Entrepreneur has stipulated it and
  - they are the result of legal regulations or stipulations, or
  - the Consumer has the authority to cancel the contract before the day on which the price increase starts.
5. All prices indicated in the provision of products or services are including VAT.
6. For customers outside Europe our prices and shipping fees do not include import duties, VAT or tariffs; these are the responsibility of the recipient and are usually collected upon delivery. Once an account is created including a delivery address outside Europe prices will be reflected without VAT.

#### **Article 10 – Conformity and Guarantee**

1. The Entrepreneur guarantees that the products and/or services comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded.
2. An arrangement offered as a guarantee by the Entrepreneur, Manufacturer or Importer shall not affect the rights and claims the Consumer may exercise against the Entrepreneur about a failure in the fulfilment of the Entrepreneur's obligations based on the law and/or the distance contract.

#### **Article 11 – Delivery and execution**

1. The Entrepreneur shall exercise the best possible care when booking and when executing product orders, and when assessing requests for the provision of services.
2. The place of delivery is at the address given by the Consumer to the company.
3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, the Company shall execute accepted orders with convenient speed but at least within 30 days, unless a longer delivery period was agreed. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within one month after ordering. In such cases, the Consumer is entitled to repudiate the contract free of charge and with the right to possible compensation.
4. In the event of repudiation under the preceding paragraph, the Entrepreneur shall return the payment made by the Consumer as soon as possible but at least within 30 days after repudiation.
5. If delivering an ordered product turns out to be impossible, the Entrepreneur shall make an effort to offer an equivalent replacement product. Before the delivery, it shall be reported in a clear and comprehensible manner that a replacement product will be delivered. The right of withdrawal may not be excluded with replacement products. The costs of the return shipment are to be borne by the Entrepreneur.
6. Unless explicitly agreed otherwise, the risk of loss of and/or damage to products shall remain with the Entrepreneur until the time they are delivered to the Consumer.
7. Shipping fees for deliveries outside Europe are not refundable in the event an order is refused for any reason when international delivery attempted. If an order is refused for any reason, merchandise price only will be refunded to credit card holders when the merchandise is returned to us.

## **Article 12 – Term contracts**

1. Regarding an indefinite contract, which extends to the regular delivery of products (including electricity) or services the consumer may terminate at any time in compliance to the applicable termination rules and a notice of up to one month.
2. Regarding a definite contract, which extends to the regular delivery of products (electricity included) or services the consumer can terminate the contract at any time at the end of the fixed term in compliance with the applicable termination rules and with a notice of at the most one month.

## **Article 13 – Payment**

1. All due payments are made in Dutch currency (Euro), whether it refers to cash payment during delivery or advance payment. Click [here](#) for our payment options
2. The buyer or client is in violation of the agreement from the moment that he/she fails to fulfill his/her obligation to make the agreed payments on time, without that the vendor is required to bring this to the notice of the buyer or client. In this case the vendor has the right to charge the buyer or client, the official legal rent commencing from the date of expiry of the payment. This rent is valid without that the buyer or client is informed of it in advance.
3. The Consumer has the duty to inform the Entrepreneur promptly of possible inaccuracies in the payment details.
4. In case of nonpayment on the part of the Consumer, and subject to legal restrictions, the Entrepreneur is entitled to charge any predetermined reasonable costs incurred to the Consumer.

## **Article 14 – Complaints**

1. The entrepreneur has a well-publicized complaints procedure set up and deals with complaints according to this procedure.
2. Complaints about the implementation of the agreement should be submitted to the entrepreneur, after the consumer has discovered the defects, promptly, fully and clearly described.
3. Complaints submitted to the entrepreneur answered will be answered within 14 days counted from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur must answer within the period of 14 days, confirming receipt and indicating when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to be settled by the Consumer Complaints Boards

## **Article 15 – Disputes**

Contracts between the entrepreneur and the consumer based on these general terms and conditions, are only subject to Dutch law.

## **Article 16 - Additional or different terms**

Additional or other terms aside from those stipulated here should not be to the detriment of the consumer and should be recorded in writing in such a way that they can be easily accessed by the consumer and can be stored on a durable medium.