Terms and Conditions

GENERAL DISTANCE SELLING TERMS AND CONDITIONS OF MARC INBANE B.V. CHAPTER 1 - DISTANCE SELLING

Article 1 Definitions

- 1. 'Conditions': the most recent version of these general terms and conditions of sale and delivery for distance selling of Marc Inbane B.V.;
- 2. 'Consumer': the natural person who is not acting for purposes connected with their commercial, business, trade or professional activity;
- 3. 'Third party': the legal entity or natural person, including the Consumer, who is not the end-user;
- 4. 'Day': calendar day;
- 5. 'Buyer': the legal entity or natural person, including the Consumer, who places an order with Marc Inbane, or accepts Marc Inbane's offer for the delivery of its products;
- 6. 'Marc Inbane': Marc Inbane B.V., a private limited company, incorporated under Dutch law, as well as all group companies (including but not limited to Marc Inbane International B.V.);
- 7. 'Contract': an individual purchase agreement concluded between the Parties;
- 8. 'Distance Contract': a Contract for which sole use is made of one or more remote communication technologies within the framework of a system organised by Marc Inbane for the distance selling of Products, without the physical presence of the Parties, up to and including the moment that the Contract is concluded;
- 9. 'Parties': Marc Inbane and the Buyer;
- 10. 'Product': all cosmetics-related products, goods and items offered by Marc Inbane (including but not limited to self-tanning creams, lotions, sprays and oils) and accessories (including but not limited to candles, bags and clutches);
- 11. 'Written' or 'in Writing': by post or e-mail.
- 12. 'Website': Marc Inbane's webshop which offers products for sale to customers.

Article 2 Applicability

 These Conditions apply to every offer made by Marc Inbane and to every Distance Contract concluded or to be concluded, to the exclusion of any other terms and conditions, unless Marc Inbane has expressly stated in Writing that such other conditions will apply. In that case, such other conditions will apply only to the relevant Contract. Stipulations varying from these Conditions may be agreed only in Writing. Once a Buyer has purchased products from Marc Inbane subject to the applicability of these Conditions, they will be deemed to have tacitly accepted their applicability to the placement of any subsequent orders or negotiations they enter into, regardless of whether such order has been confirmed in Writing.

GENERAL DISTANCE SELLING TERMS AND CONDITIONS OF MARC INBANE B.V. CHAPTER 1 - DISTANCE SELLING

- Before the Distance Contract is concluded, the text of these Conditions will be provided to the Buyer. If this is not reasonably possible, Marc Inbane will specify, before concluding the Contract, how the Conditions can be inspected at Marc Inbane and will send them at the Buyer's request to the Buyer, free of charge as soon as possible.
- 3. If the Distance Contract is concluded electronically, the text of these Conditions may be provided to the Buyer electronically, notwithstanding the previous paragraph and before the Distance Contract is concluded, in such a way that the Buyer can easily save them on a durable data carrier. If this is not reasonably possible, Marc Inbane will specify, before the Contract is concluded, where the Conditions can be inspected electronically and that they will be sent to the Buyer free of charge, electronically or otherwise, at the Buyer's request.
- 4. If one of the provisions of the Contract or these Conditions proves to be void or voidable, the rest of the Contract and Conditions will remain fully in force. The Parties will subsequently enter negotiations to agree on a new provision as a replacement, which should be in conformity with the object and purport of the void or voided provision as much as possible.

Article 3 Offers and Contracts

- 1. All offers made by Marc Inbane, and all prices and other information provided by Marc Inbane, in any form, are subject to contract and do not bind Marc Inbane.
- 2. The Contract between Marc Inbane and the Buyer will only be concluded after Marc Inbane has accepted or confirmed the order placed with it in Writing. Marc Inbane's order confirmation will be deemed to be a correct and complete representation of the Contract, unless the Buyer expressly notifies Marc Inbane otherwise in Writing within three days of receipt of the order confirmation. The Contract will also always be deemed to have been concluded if Marc Inbane starts to execute the order in view of its urgency. In this case, the invoice that Marc Inbane sends to the Buyer serves as the order confirmation, and the Buyer will not have the opportunity to object to it.
- 3. Marc Inbane is not liable in any way, and is under no obligation, if the delivered products differ in any way from the images shown on its Website, nor for the colour, size, weight and other specifications and details shown on or by the Website.
- 4. Marc Inbane reserves the right to make changes to the items shown in its catalogue, brochures, other printed matter and on its website, and to remove them from its product range.
- 5. The Buyer now for then grants Marc Inbane consent to make partial deliveries and to invoice each partial delivery to the Buyer separately. Each partial delivery serves as a separate delivery for the purpose of these Conditions.

Article 4 Prices and Payment

- 1. The prices specified on the Website or the price agreed with Marc Inbane are in euros (€), and exclusive of VAT (although consumer purchases include VAT) and shipping costs.
- 2. Marc Inbane reserves at all times the right to adjust the prices of the Products.
- 3. Marc Inbane may stipulate at all times that certain Products will be delivered only if a minimum quantity is ordered.
- 4. The Buyer cannot derive any rights from previous bonuses or discounts that Marc Inbane has given.
- 5. Products ordered through the Website are paid for immediately on completion of the order, by a payment method specified on the Website, unless expressly agreed otherwise in Writing.
- 6. Unless expressly agreed otherwise in Writing, all payments by the Buyer, howsoever made, first serve to reduce the costs, then to reduce the interest due, and lastly to reduce the principal sum of unpaid invoices.
- 7. Before fulfilling or continue fulfilling a delivery Marc Inbane may at all times demand adequate advance payment or security for compliance by the Buyer with his payment obligations, and may suspend further delivery if the Buyer fails to satisfy this demand, even if a fixed delivery time has been agreed, all this notwithstanding Marc Inbane's right to claim compensation for damage due to the late performance or failure to perform the Contract.
- 8. If the Buyer fails to pay by the agreed strict deadline, the Buyer is automatically in default and owes Marc Inbane interest, at the statutory rate stipulated in Article 6:119 of the Dutch Civil Code, if the Contract concerned is a commercial contract as stipulated in that article.
- 9. If the Buyer is in default he shall reimburse Marc Inbane in full the extrajudicial collection costs. The extrajudicial collection costs will be determined in accordance with the graduated scale laid down in Article 2 of the Extrajudicial Collection Costs (Fees) Decree (Besluit vergoeding voor buitengerechtelijke incassokosten). Under this Decree, the minimum reimbursement for collection costs is €40.00. The extrajudicial collection costs for an undertaking, not being a natural person or a sole trader, amount to 15% of the amount of the principal sum, subject to a minimum of €150.00.
- 10. If the Buyer is in default, is being liquidated, petitions for or is declared bankrupt, the statutory debt restructuring is declared applicable to him, placed under guardianship, has their assets attached, or is granted a provisional or definitive suspension of payment, all amounts the Buyer owes Marc Inbane will become immediately due and payable from that date.

Article 5 Delivery to a commercial customer

- Any delivery periods specified by Marc Inbane will not commence until Marc Inbane has confirmed the order in Writing. All specified delivery periods are subject to contract, although Marc Inbane will do its utmost to fulfil the delivery within the agreed period.
- 2. Marc Inbane cannot be held liable in the unlikely event that a delivery is not fulfilled within the specified period. The Buyer may in no event fully or partially suspend any obligation towards Marc Inbane, expressly including payment obligations, should the agreed delivery period be exceeded, nor claim any compensation, unless Marc Inbane has acted intentionally or has been grossly negligent, expressly excluding errors made by its non-managerial staff.
- 3. Any request of the Buyer to postpone a delivery periods is only agreed if expressly accepted by Marc Inbane in Writing, and on the condition that the Buyer pays the amount due to Marc Inbane for the originally agreed date and all costs and losses connected with such postponement, for which purpose Marc Inbane's cost specification provided to the Buyer will be binding on the Buyer.
- 4. The Products will be deemed to be delivered and the risk of the Products passes from Marc Inbane to the Buyer the moment when the Products are made available to the Buyer in a factory, warehouse or other storage facility (ex factory in accordance with Incoterms). This also applies if the Buyer refuses to take delivery of the Products. Marc Inbane may demand immediate payment. Marc Inbane will store the Products at the Buyer's expense and risk until further notice.
- 5. Unless agreed otherwise in Writing, the Products will be transported at the Buyer's expense and risk, even if the carrier has expressly stipulated that all shipping documents must state that all damage or loss arising from the transport is at Marc Inbane's expense and risk.
- 6. Unless agreed otherwise in Writing, Marc Inbane will choose the mode and means of transport to the best of its knowledge, without being liable for this choice. Shipping costs are payable by the Buyer.
- 7. If the Buyer fails to take delivery of the Products when they are first offered by Marc Inbane, Marc Inbane may store them at the Buyer's expense and risk. Marc Inbane will not surrender the Products to the Buyer until the Buyer has fully paid the additional costs of transport and storage. If the Buyer fails to collect the Products within 30 Days of the original delivery, Marc Inbane may, after having sent a reminder, destroy the Products or look for a different use for them. The Buyer is not entitled to bring any action against Marc Inbane in that respect. Any proceeds from the new use will be paid to the Buyer after deducting the related costs, without prejudice to Marc Inbane's right to demand payment of the full agreed price.

Article 6 – Obligation to complain of a commercial customer

- 1. The Buyer must inspect the Products as soon as they receive them. Among other things, the Buyer must check whether the quality and quantity of the Products correspond to what has been agreed between the Parties.
- 2. Any externally visible defects must be reported to Marc Inbane in Writing within three days of delivery of the Products.
- 3. Any defects that are not externally visible must be reported to Marc Inbane in Writing within three days of discovering them, but not later than two months after delivery, which period is regarded as a limitation period.
- 4. All complaints about Marc Inbane's invoices must be reported to Marc Inbane within five days of the invoice date, which period is regarded as a limitation period.
- 5. Marc Inbane will not process complaints about the quantity, volume and/or Products that were incorrectly ordered by the Buyer. The Buyer must give Marc Inbane the opportunity to examine the merits of the complaint.
- 6. Products which Marc Inbane considers to be defective will either be replaced or the purchase price will be reimbursed to the Buyer without additional costs, subject to the exclusion of any other additional liability for compensation.
- 7. Products may only be returned with Marc Inbane's Written consent, and at the Buyer's expense and risk; this consent does not imply any acknowledgement of liability.

Article 7 Cancellation by a commercial customer

- The Buyer may only cancel all or part of their order with Marc Inbane's express Written consent. If Marc Inbane accepts the cancellation, the Buyer owes Marc Inbane all costs incurred in connection with executing the order plus compensation equal to 10% of the agreed price. The foregoing does not affect Marc Inbane's rights to demand full compensation of the damage caused by the cancellation.
- 2. If the Parties expressly agree in Writing that Marc Inbane will take back a shipment that has been delivered to and accepted by the Buyer, Marc Inbane will refund not more than 75% of the purchase price, less costs and lost profits; the foregoing does not create any rights for the Buyer, as the decision to do this is at Marc Inbane's sole discretion.

GENERAL DISTANCE SELLING TERMS AND CONDITIONS OF MARC INBANE B.V. CHAPTER 1 - DISTANCE SELLING

Article 8 Liability

- Unless the board of directors or a manager of Marc Inbane has acted intentionally or has been grossly negligent, Marc Inbane will only be liable for damage arising from the acts or omissions of the above persons, other employees of Marc Inbane, or persons hired by Marc Inbane to perform the Contract to the amount invoiced for the Products delivered by Marc Inbane that are the cause of the damage.
- 2. Any liability of Marc Inbane for trading losses or other indirect damage suffered by the Buyer and/or third parties, regardless of the cause, is expressly excluded.
- 3. If the Buyer resells, delivers, or transfers Products of which Marc Inbane has warned the Buyer, giving reasons, that it has doubts about the quality, to or places them at the disposal of a third party in any other way, on whatever basis, whether or not for payment, and whether or not in use, the Buyer shall indemnify Marc Inbane against all third-party claims in connection with damage caused by or in connection with the Products delivered by Marc Inbane to the Buyer.
- 4. If Marc Inbane decides to exercise the right of suspension or cancellation, based on the facts and circumstances known at the time, and it later transpires that exercising this right was unjustified, Marc Inbane will not be liable or obliged to pay any compensation, unless it has been grossly negligent or has acted intentionally.
- 5. The Buyer shall ensure that the Products it orders or has already ordered, and their packaging, manuals and other information, comply with the requirements stipulated by the authorities in the country of destination. The same applies to any modifications, alterations, improvements or changes to the Products made by Marc Inbane. The use of the products in accordance with the requirements stipulated by the authorities is at the Buyer's risk.
- 6. All provisions of these Conditions, in particular concerning the exclusion or limitation of Marc Inbane's liability and its indemnity against third-party claims, are also stipulated for the benefit of those who are employed by Marc Inbane or of third parties for whose acts or omissions Marc Inbane may be liable.
- 7. Unless expressly agreed otherwise in Writing, all claims for action the Buyer may have under these Conditions expire one year from the date of delivery.

Article 9 Sale to third parties

- 1. Under no circumstances may the Products of Marc Inbane be resold by the Buyer to Third Parties other than Consumers.
- 2. The Products may not be offered through third-party online marketplaces without Marc Inbane's written consent.
- 3. Marc Inbane is not liable for any damage resulting from the transfer to third parties.

Article 10 Intellectual Property

- 1. The content, appearance and layout of Marc Inbane's Website, and all images, texts and other elements it contains are subject to Marc Inbane's copyright. Reproduction or publication is only permitted with Marc Inbane's express written consent.
- 2. Damage resulting from copyright infringement qualifies for compensation.

Article 11 Retention of title

- 1. Pursuant to Article 3:92 of the Dutch Civil Code the delivered Products will remain Marc Inbane's property, albeit at the Buyer's expense and risk, for as long as the Buyer has not fully complied with his obligations towards Marc Inbane. In that case, the Buyer will be deemed to keep the Products on behalf of Marc Inbane until they have fully fulfilled their obligations towards Marc Inbane.
- 2. For as long as the ownership of the Products has not passed to the Buyer, they are not entitled to dispose of, lease or encumber the Products in any way, except and insofar as in the normal course of business, without Marc Inbane's prior Written consent, in which event the Buyer now for then assigns their claims against third parties to Marc Inbane and will provide Marc Inbane with the deed of assignment at the latter's first request. Marc Inbane may, at its own discretion, also demand t create an undisclosed pledge.
- 3. The Products delivered subject to retention of title must be stored by the Buyer with due care and so that they are recognisable as Marc Inbane's property.
- 4. If the Buyer fails to fulfil their payment obligations, they must make Marc Inbane's Products available to it immediately on request, without further notice of default. Marc Inbane and its employees may then enter the Buyer's premises to take actual possession of the delivered Products.
- 5. The Buyer is obliged to insure Marc Inbane's interests in connection with the retention of title. The Buyer undertakes to compensate this interest if an emergency occurs and to assign their insurance claim to Marc Inbane immediately on request.
- 6. Where the Buyer has hired third parties, such as a sub-distributor (with Marc Inbane's express Written consent), the Buyer must ensure that Marc Inbane may exercise its right of ownership against this third party as well.

Article 12 Force Majeure

- 1. If Marc Inbane is unable to perform the Contract due to a force majeure situation, it may suspend performance of the Contract and will therefore not be bound by any delivery period. The Buyer shall in no event be entitled to any compensation of any damage.
- 2. The Parties must notify each other of any force majeure situation as soon as possible.
- 3. A non-attributable failure by Marc Inbane includes but is not limited to:
 - a. damage resulting from natural disasters and/or storm damage;
 - b. war, threat of war and/or any other form of armed conflict, including terrorism or the threat of terrorism in the Netherlands and/or other countries, which impedes the supply of goods or raw materials;
 - c. strikes, forced business closure, riots and any other form of disruption and/or hindrance caused by third parties, which impedes the supply or goods or raw materials;
 - d. loss of or damage to goods during transport;
 - e. illness of one or more employees who are difficult to replace;
 - f. legislative or administrative measures by the government that impede supplies, including import and export bans;
 - g. lack and/or disruption of means of transport, production equipment or energy supplies;
 - h. fire or accidents within Marc Inbane's company;
 - i. non-delivery or late delivery to Marc Inbane by its suppliers;
 - j. stagnation in the supply of goods, raw materials and/or energy.
- 4. During the force majeure situation, Marc Inbane may suspend performance of its obligations.
- 5. If Marc Inbane is unable to fulfil its obligations under the Contract due to a temporary (i.e. more than three months) or permanent force majeure situation, it may terminate the Contract without judicial intervention or any obligation to compensate.
- 6. If Marc Inbane has already partially fulfilled its obligations when the force majeure situation occurs, the Buyer is required to pay the price corresponding with this part to Marc Inbane.

Article 13 Penalty

- 1. If the Buyer breaches Articles 8, 9 or 10, they are liable to pay Marc Inbane an immediately due and payable penalty of €50,000.00 for each breach, plus €10,000.00 for each day that the breach continues, without default or notice of default being required.
- 2. Marc Inbane reserves the right to claim compensation of the actual damage suffered caused by the Buyer's actions.

Article 14 Applicable law

- 1. These Conditions, all Contracts and all negotiations are governed exclusively by and will be interpreted in accordance with Dutch law.
- 2. All disputes arising from or in connection with these Conditions and the Contract will be settled by the competent judge of the Zeeland-West-Brabant District Court, location Breda, unless another Dutch court has jurisdiction under mandatory law.

GENERAL DISTANCE SELLING TERMS AND CONDITIONS OF MARC INBANE B.V. CHAPTER 2 - CONSUMERS

Article A General

- If Marc Inbane sells and/or supplies Products directly to a Consumer, some general provisions and definitions from these Conditions will not apply and adjusted conditions will apply instead. This specifically concerns the following provisions. Additionally, in these Conditions the following terms have the meaning given to them below:
 - a. 'Cooling-Off Period': a period of 14 Days during which the Consumer may exercise, free of charge and without stating reasons, their Right of Withdrawal, unless the Contract relates to the delivery of Products made according to the Consumer's specifications.
 - b. 'Right of Withdrawal': the option for the Consumer to decide, within the Cooling-Off Period, not to proceed with the Distance Contract.

Article B Offer

- 1. The Website contains a complete and accurate description of the offered Products and their characteristics. The description is sufficiently detailed to enable the Consumer to properly assess the offer. Obvious errors or mistakes in the offer do not bind Marc Inbane.
- 2. Each description of the Products, or the description upon completion of the order, contains such information that the Consumer is informed of their rights and obligations associated with the conclusion of the Distance Contract. In particular, this concerns:
 - a. the price of the Products;
 - b. any additional freight charges, delivery costs or postage;
 - c. the manner in which the Distance Contract is concluded and which actions are required for this purpose;
 - d. the method of payment, delivery, and the period within which Marc Inbane undertakes to deliver the Products;
 - e. the manner in which the Consumer, before concluding the Distance Contract, may check information about them provided for the purpose of the Distance Contract and correct it if necessary;
 - f. the languages, apart from Dutch, in which the Distance Contract may be concluded.
- 3. Where Marc Inbane concludes a Distance Contract with a Consumer, Articles 3.1, 3.2, 3.3, 3.4, 4.2 and 4.3 of the Conditions do not apply in view of the provisions of this article, or the provisions of this article apply in addition to Articles 3.1, 3.2, 3.3, 3.4, 4.2 and 4.3 of the Conditions.

GENERAL DISTANCE SELLING TERMS AND CONDITIONS OF MARC INBANE B.V. CHAPTER 2 - CONSUMERS

Article C The Contract

- 1. The Contract is concluded when the order has been completed, including but not exclusively through the Website.
- 2. If the Consumer has ordered Products electronically, Marc Inbane will immediately confirm receipt of the order electronically. For as long as Marc Inbane has not confirmed receipt of this order, the Consumer may terminate the Distance Contract.
- 3. Marc Inbane may subject to the statutory provisions investigate whether the Consumer is able to meet their payment obligations, as well as any circumstances that are material for entering into the Distance Contract responsibly. If the investigation gives Marc Inbane proper grounds not to enter into the Distance Contract, it may, stating reasons, reject the order or attach special conditions to its acceptance.
- 4. Marc Inbane will send the Consumer, in Writing or so it can be stored accessibly on a durable data carrier, in particular the following information below, within the context of performing the Distance Contract:
 - a. all information mentioned in paragraph 3 of this article, unless this information was already provided to the Consumer before concluding the Contract;
 - b. the physical address of Marc Inbane's business location where the Consumer may file complaints;
 - c. information about warranties and the service offered after the Contract is concluded.
- 5. Where Marc Inbane concludes a Distance Contract with a Consumer, Article 3.2 of the Conditions do not apply in view of the provisions of this article, or the provisions of this article apply in addition to Article 3.2 of the Conditions.

Article D Payment

- 1. All amounts due by the Consumer must be paid immediately upon the conclusion of the Contract in the manner stated by Marc Inbane.
- 2. The Consumer will never by obliged to pay more than 50% of the purchase price in advance. When prepayment is stipulated, the Consumer may not assert any rights regarding the execution of the order concerned before the stipulated prepayment is effected.
- 3. The Consumer must report any inaccuracies in the payment details provided or stated to Marc Inbane without delay.
- 4. If the Consumer fails to timely fulfil their payment obligation(s), they will be in default after Marc Inbane has informed them of the late payment and granted them a period of 14 days in which to met their payment obligations as yet. If payment is not made within this 14-day period, the Consumer will owe statutory interest on the outstanding amount, as stipulated in Article 6:119a of the Dutch Civil Code, and Marc Inbane may charge any extrajudicial collection costs that it has incurred.
- 5. Where Marc Inbane concludes a Distance Contract with a Consumer, Articles 4.5, 4.7, 4.8 and 4.9 of the Conditions do not apply in view of the provisions of this article, or the provisions of this article apply in addition to Articles 4.5, 4.7, 4.8 and 4.9 of the Conditions.

Article E Delivery

- 1. The address that the Consumer provides to Marc Inbane will be regarded as the delivery address.
- 2. All orders will be delivered by Marc Inbane with due speed but at least within 30 days of the conclusion of the Contract, unless a longer delivery period has been agreed. The Consumer will be notified within 30 days of placing the order if the delivery is delayed, or an order cannot be delivered or can only be partially delivered. In that case, the Consumer may terminate the Distance Contract free of charge and may be entitled to compensation, provided Marc Inbane has been sent a reminder and is held in default.
- 3. In the event of termination in accordance with the previous paragraph, Marc Inbane will return the Consumer's payment as soon as possible but at any event within 30 days of the termination.
- 4. Unless expressly agreed otherwise, the risk of damage to and/or loss of Products remains with Marc Inbane until the moment of delivery to the Consumer or a previously designated representative as communicated to Marc Inbane. If the Consumer selects their own carrier, Marc Inbane's risk will pass to the carrier, or to the Consumer, upon handing the Product over to the carrier.
- 5. Where Marc Inbane concludes a Distance Contract with a Consumer, Articles 5.1, 5.2, 5.4, 5.6 and 5.8 of the Conditions do not apply in view of the provisions of this article, or the provisions of this article apply in addition to Articles 5.1, 5.2, 5.4, 5.6 and 5.8 of the Conditions.

Article F Right of Withdrawal

- 1. As a rule the Products from Marc Inbane comply with the Contract and are sound.
- 2. When purchasing Products remotely, the Consumer may cancel the Contract during a period of 14 days, without stating reasons. Marc Inbane provides a link on the website with a withdrawal form for this purpose. This Cooling-off Period starts on:
 - a. the day following receipt of the Product by the Consumer (or a representative designated by the Consumer and communicated to Marc Inbane in advance); or
 - b. the day on which the Consumer (or a third party designated by the Consumer, other than the carrier) receives the last Product, if the Consumer has ordered several Products in one order that are delivered separately; or
 - c. the day on which the Consumer (or a third party designated by the Consumer, other than the carrier) receives the last consignment or the last part of it, if the delivery of a Product consists of several consignments or parts. The Right of Withdrawal may also be exercised before delivery has taken place.
- 3. During this Cooling-Off Period the Consumer must handle the Product and everything delivered with it with care. The Consumer may unpack the Product only to the extent needed to judge whether they wish to keep the Product (with the exception of the Glove, Kabuki and Powder Brush). Since the Consumer must be able to assess the nature, characteristics and functioning of the Product, the packaging may be removed (with the exception of the Glove, Kabuki and Powder Brush). The Consumer is liable for any loss of value of the Product caused by their handling of it during the Cooling-Off Period in excess of what is necessary to assess its nature, characteristics and functioning.

GENERAL DISTANCE SELLING TERMS AND CONDITIONS OF MARC INBANE B.V. CHAPTER 2 - CONSUMERS

- 4. If the Consumer wishes to exercise the Right of Withdrawal, they must notify Marc Inbane in due time by means of an unambiguous statement to that effect. The Consumer may use the withdrawal form for this purpose, which may be downloaded from the Website.
- 5. Marc Inbane will immediately confirm receipt of the statement, as referred to in the previous paragraph, to the Consumer.
- 6. If the Consumer decides to exercise their Right of Withdrawal, they must either return the Product, in accordance with Marc Inbane's reasonable and clear instructions, complete with all delivered accessories and if reasonably possible in its original condition and packaging to Marc Inbane within 14 days of having expressed their wish to exercise the Right of Withdrawal, or must prove that the Product has been returned in accordance with Marc Inbane's reasonable and clear instructions.
- 7. If the Consumer exercises their Right of Withdrawal, the costs of returning the Product are payable by the Consumer.
- 8. Marc Inbane will refund the purchase price (excluding the delivery costs), if the Consumer has already paid the purchase price of the Product, within 14 days of receiving the Consumer's statement, using the same means of payment used by the Consumer, unless the Consumer expressly consents to a different means of payment.
- 9. If the Consumer does not exercise their Right of Withdrawal within the Cooling-Off Period, the Contract will become final.
- 10. Where Marc Inbane enters into a Distance Contract with a Consumer, Articles 6 and 7 of the Conditions do not apply in view of the provisions of this article, or the provisions of this article apply in addition to Articles 6 and 7 of the Conditions.

DETAILS OF MARC INBANE

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