

Terms of Sale

Please read these Terms of Sale carefully before accessing or using our website. By acknowledging these terms or by clicking the 'I agree button' when completing an order on the moonbird website, the customer accepts terms described hereunder.

Any new features or tools which are added to the current store shall also be subject to the Terms of Sale. You can review the most current version of the Terms of Sale at any time on this page. We reserve the right to update, change or replace any part of these Terms of Sale by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

By agreeing to these Terms of Sale, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

1. DEFINITIONS

- 1.1. **'General Terms of sale'**: the standard terms of sale of MOONBIRD BV, incorporated under the laws of Belgium, with registered office at Vlieghavenlaan 103, 3140 Keerbergen, entered in the company's registry under number 0732.962.615, hereinafter referred to as the SUPPLIER. By accepting the terms of this Agreement, the CUSTOMER waives his own purchasing conditions.
- 1.2. **'Order'**: any individual order placed by the CUSTOMER with the SUPPLIER under this Agreement. All orders accepted by the SUPPLIER result in an Agreement.
- 1.3. **'Product(s)'**: the products as ordered by the CUSTOMER.
- 1.4. **'Defect'**: any visible or hidden defects caused by MOONBIRD making the Products unsuitable for the purpose for which they were produced.



- 1.5. **'Intellectual Property Rights'**: any and all known or hereafter existing (a) rights associated with works of authorship, including copyrights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world.
- 1.6. **'Agreement'**: the Agreement between the CUSTOMER and the SUPPLIER, including the General Terms of Sale, any appendices and all orders.
- 1.7. **'Website'**: www.moonbird.life

2. APPLICABILITY

- 2.1. This Agreement determines the terms and conditions under which the SUPPLIER delivers Products to the CUSTOMER, in accordance with the CUSTOMER's order.
- 2.2. The CUSTOMER is not permitted to distribute the SUPPLIER's Products any further, unless otherwise agreed in writing between the parties. The CUSTOMER is not permitted to sell the Products online to any third parties, unless otherwise agreed in writing between the parties.
- 2.3. The SUPPLIER reserves the right to delete, add or replace Products with similar specifications.
- 2.4. The Products are exclusively intended for sale in the countries as determined on the Website or as recorded in any document agreed with the CUSTOMER.
- 2.5. All images of the Products on the Website or in any other marketing materials are for illustrative purposes only. The delivered Product may be subject to small changes such as color, shape and size. All descriptions of Products are subject to change at anytime without notice, at the sole discretion of the SUPPLIER.
- 2.6. All offers made by the SUPPLIER are free of obligation and without engagement. Offers are valid while stocks last and can be changed or withdrawn by the SUPPLIER at any time and without any reason.

3. PRICE, INVOICE, PAYMENT

- 3.1. All prices as displayed in the website include VAT, but do not include transport or insurance costs, gift packaging costs, any import or export duties, taxes or costs associated with specific online payment mechanisms. The latter are the CUSTOMER'S responsibility.

- 3.2. All estimates provided on the website relating to transport or insurance costs, gift packaging costs, any import or export duties, taxes or costs associated with specific online payment mechanisms are provided for information only.
- 3.3. Any discount communicated by the SUPPLIER relates solely to the price of a Product, but not to any transport or insurance costs, gift packaging costs, any import or export duties, taxes or costs associated with specific online payment mechanisms. All commercial actions carried out by SUPPLIER apply exclusively to Products, quantities, durations and region as indicated by the SUPPLIER. The SUPPLIER can at any time decide to cancel a commercial promotion.
- 3.4. The SUPPLIER has the right, at any time, with or without cause and without prior notification, to amend the prices. All descriptions of Product pricing are subject to change at anytime without notice, at the sole discretion of the SUPPLIER.
- 3.5. The SUPPLIER is not obliged to send a paper version of the invoice. The CUSTOMER accepts the validity of electronic invoices.
- 3.6. Payments shall be made at the time of order and by using the online payment mechanisms and no later than five (5) calendar days after receipt of the invoice or at the latest by delivery of the products.
- 3.7. In case of failure to effect payment by the due date, the SUPPLIER is entitled to (i) an interest calculated by the number of days of delay and at the rate determined in accordance with the Belgian law of 2 August 2002 on combating late payment in commercial transactions, (ii) an administrative fine of fifty (50) EUR and (iii) the full reimbursement of any bailiff, lawyer and court fees, this without prior notice of default. In case of failure to effect payment by the due date the SUPPLIER has the right to withhold further orders from the CUSTOMER until full payment of the invoice. The SUPPLIER is not liable for any delay or damage resulting from the lawful exercise of this right.

4. ORDER PROCESS

- 4.1. All orders must be placed through the SUPPLIER's Website. The SUPPLIER reports receipt and/ or acceptance of the Order, the SUPPLIER can choose to do this by means of an automatically generated e-mail.
- 4.2. The CUSTOMER shall be solely responsible for maintaining the confidentiality and security of the account login information such as username and password, which are personal and cannot be transferred to any third party. The CUSTOMER shall identify him/herself accurately and honestly and will be liable towards the SUPPLIER for any false account information. The CUSTOMER shall be fully responsible for all activities that occur under its personal account.
- 4.3. The SUPPLIER at its own discretion is entitled to suspend or cancel an Order in case the SUPPLIER believes that the identity of the CUSTOMER, the address or his payment details are incorrect and that it can therefore be a fraudulent or false Order.

- 4.4. The SUPPLIER reserves the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- 4.5. The CUSTOMER cannot cancel, nor modify the Order.
- 4.6. The SUPPLIER will inform the CUSTOMER in case a product is no longer in stock. The SUPPLIER will inform the CUSTOMER in case a product is no longer in stock. In such case the SUPPLIER is entitled to cancel the Order upon repaying the CUSTOMER the purchase price.”

5. RIGHT OF WITHDRAWAL FOR DISTANT SALES

- 5.1. The customer has the right, at the latest within fourteen (14) calendar days following the delivery date, to notify the supplier in writing on the email address hello@moonbird.life that he wishes to cancel the purchase, using the withdrawal form provided by the SUPPLIER upon delivery or, in its absence, available on the FPS economy website: <https://economie.fgov.be/sites/default/files/ventes/forms/formulier-voor-herr-oeping.pdf>. If the CUSTOMER wishes to return the Product, this must be done in its original state, in the original packaging and in the exact quantity as ordered. After inspection and acceptance by the SUPPLIER, any payment made by the CUSTOMER will be refunded within thirty (30) calendar days. Additional transport or packaging costs are non-refundable if the CUSTOMER has chosen a different type of packaging or delivery than the standard delivery.
- 5.2. The CUSTOMER is solely responsible for any costs associated with the return of the Products. The return of the Products is the responsibility of the CUSTOMER. In case Products are lost (in whole or in part) or damaged and/ or incomplete, the SUPPLIER cannot reimburse the CUSTOMER.

6. DELIVERY

- 6.1. The terms of delivery indicated are provided for information only and are not binding.
- 6.2. The products will be delivered to the address as indicated on the Order. The SUPPLIER is not liable for any errors made by the CUSTOMER when submitting this information and any additional costs that may result from this.
- 6.3. If the CUSTOMER opts for delivery at a collection point or in store the CUSTOMER is responsible for the storage and handling of the goods.
- 6.4. The SUPPLIER or a carrier appointed by him is entitled to request proof of identification from the CUSTOMER before delivering a Product. No compensation is due if the delivery has been made to a third party designated by the CUSTOMER or if it could reasonably be expected that the receiving party was authorised to do so by the CUSTOMER.
- 6.5. The transfer of risk takes place ex works (exw), the SUPPLIER's factory or depot. The CUSTOMER is responsible for any damage resulting from transport, storage and handling of the products.

- 6.6. The transfer of ownership takes place after delivery and full payment of the invoice (cumulative conditions).
- 6.7. The CUSTOMER will check the quantity, visible defects to the packaging and/or the delivery upon delivery. Visible defects must be reported to the SUPPLIER within two (2) working days after receipt of the delivery via the email address hello@moonbird.life.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The CUSTOMER will not infringe any Intellectual Property Rights of the SUPPLIER.
- 7.2. The CUSTOMER will not infringe registered or unregistered designs, patents, trademarks, trade names, domain names, copyrights or database rights used by the SUPPLIER.
- 7.3. The CUSTOMER will neither register or use any identical or similar marks, signs or domain names wherever in the world for any identical or similar Product.
- 7.4. The CUSTOMER will refrain from any action that may cause confusion in the market or that is considered an unfair trade practice.
- 7.5. Any action will cause harm to the SUPPLIER for which the CUSTOMER is liable. Parties estimate the damage in amount of twenty thousand euro (20.000 EUR) per infringement to be fair and correct. The aforementioned leaves unaffected the right of the SUPPLIER to prove any higher damage.

8. WARRANTIES

- 8.1. The warranty period for defects for customers who purchase the Products for private use is a maximum of two (2) years from the date of sale by the CUSTOMER.
- 8.2. The aforementioned warranty does not apply if: (i) the Products were damaged after a transfer of risk; (ii) the CUSTOMER does not have a valid proof of purchase on which the purchase date is stated; (iii) the Products were used incorrectly; (iv) the Defect is caused by force majeure or by unforeseen circumstances beyond the control of the SUPPLIER.
- 8.3. The warranty does not apply to defects that arise as a result of manipulations, negligence or abnormal actions by the CUSTOMER that are contrary to the purpose for which the Product is intended, are not in line with any instructions for use or are the result of commercial, incorrect, abnormal use.
- 8.4. The SUPPLIER'S obligation under this warranty extends solely to the repair or replacement of any defective products. The SUPPLIER may replace the products with similar products. Excluded from this warrant is the replacement of batteries or damage which is the result of normal wear and tear of the Product.

8.5. The SUPPLIER does not guarantee, represent or warrant that the CUSTOMERS use of the service will be uninterrupted, timely, secure or error-free.

8.6. The SUPPLIER does not warrant that the quality of any products, services, information, or other material purchased or obtained by the CUSTOMER will meet his expectations.

9. WARNINGS

9.1. The SUPPLIER's Products are not suitable for babies and children under the age of 18.

9.2. The Products are not intended for medical purposes, not should they be used for the treatment of any medical problems or diseases without prior consultation of a physician or psychiatrist, or any other relevant healthcare provider.

9.3. Questions relating to the Products can be communicated by contacting us via hello@moonbird.life.

10. LIABILITY

10.1. Subject to all other rights, the SUPPLIER is under no circumstances liable for any damage caused:

- By using the Products in a manner for which they are not suitable;
- Due to abnormal use by the CUSTOMER;
- If it cannot be demonstrated that the defect was present at the time the Products were put into the market;
- By hacking the Website, provided that the SUPPLIER has taken all reasonable security measures;
- By phishing, pharming or other forms of internet fraud or other criminal activities;
- As a result of the poor functioning of the internet connection, broadband connection or any other service, infrastructure or hosting service over which the SUPPLIER has no control;
- By viruses, trojan horses or bugs in the hardware or software used by the CUSTOMER;
- Due to force majeure, including without being exhaustive fire, explosions, floods, storms, damage, lightning, power outages, strike and government measures;
- As a result of the conformity with mandatory government regulations.

10.2. To the extent legally permitted under applicable law, the SUPPLIER will not be liable to CUSTOMER or any third party, for any special, indirect, exemplary, punitive, incidental or consequential damages of any nature including, but not limited to damages or costs due to loss of profits, loss of data, revenue or income, goodwill, production of use, procurement of substitute services, fatal injuries, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise.



10.3. The the maximum extent permitted under applicable law, the SUPPLIER'S liability arising out of or in connection with the sale and purchase of products, whether in contract, warranty tort or otherwise, will be subject to the restrictions set forth in these terms, and it will not exceed the price paid by the CUSTOMER.

11. PROTECTION OF PERSONAL DATA

11.1. In view of the performance of this Agreement the SUPPLIER can collect personal data of the CUSTOMER, such as name, address, e-mail address, phone number, gender, age, payment or credit card information, or other personal data as described in the privacy policy and the informed consent.

11.2. The personal data of the CUSTOMER will be processed in accordance with the EU General Data Protection Regulation in the context of a supplier-purchaser relationship.

11.3. Your submission of personal information through the store is governed by our Privacy Policy. The CUSTOMER accepts the Privacy Policy and Cookie Policy in addition to these General Terms of Sale.

12. INDEMNIFICATION

12.1. The CUSTOMER agrees to indemnify, defend and hold harmless MOONBIRD BV and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of The CUSTOMERS breach of these Terms of Sale or the documents they incorporate by reference, or The CUSTOMERS violation of any law or the rights of a third-party.

13. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

13.1. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

13.2. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Sale.

13.3. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or



proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

14. ERRORS, INACCURACIES AND OMISSIONS ON OUR WEBSITE

14.1. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

15. PROHIBITED USES OF OUR WEBSITE

15.1. In addition to other prohibitions as set forth in the Terms of Sale, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

16. FORCE MAJEURE AND HARDSHIP

16.1. The SUPPLIER shall not be liable for any failure or delay in the performance of its obligations under this Agreement if such delay or failure is due to causes beyond SUPPLIER's control due including but not limited to war, epidemic outbreaks, strikes or labour disputes, embargoes, government orders,



telecommunications, network, computer, server or Internet downtime, unauthorized access to the SUPPLIER's information technology systems by third parties or any other cause beyond the reasonable control of the SUPPLIER ("Force Majeure"). The SUPPLIER shall notify the CUSTOMER of the nature of such force majeure event and the effect on the ability to perform the obligations under this Agreement and how the SUPPLIER plans to mitigate the effect of such force majeure event.

- 16.2.** The SUPPLIER cannot be held liable for delays or shortcomings, in the execution of the agreement, which are the result of economic circumstances over which the seller has no control. Economic circumstances or hardship include scarcity or non-availability on the market of ingredients for the Products; trade blocks or trade embargoed; changing regulations or radical government measures which make it impossible for the SUPPLIER to implement the Agreement ("Hardship").
- 16.3.** In the event these circumstances last longer than thirty (30) calendar days, the SUPPLIER is legally entitled to terminate the Agreement by registered letter, without any compensation being due.

17. TERMINATION

- 17.1.** The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- 17.2.** These Terms of Sale are effective unless and until terminated by either the CUSTOMER or the SUPPLIER. The CUSTOMER may terminate these Terms of Sale at any time by notifying the SUPPLIER that he no longer wishes to use our Services.
- 17.3.** If in our sole judgment the CUSTOMER fails, or we suspect that he has failed, to comply with any term or provision of these Terms of Sale, we also may terminate this agreement at any time without notice and the CUSTOMER will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny the CUSTOMER access to our Services (or any part thereof).

18. MISCELLANEOUS

- 18.1.** This Agreement may not be assigned to a third party by the CUSTOMER without the prior written approval of the SUPPLIER.
- 18.2.** This Agreement constitutes the entire Agreement and understanding between the CUSTOMER and the SUPPLIER with respect to the subject matter hereof and supersedes all prior oral or written Agreements, representations or understandings between the parties relating to the subject matter hereof. No statement, representation, warranty, covenant or Agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

18.3. If any provision of this Agreement, is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

19. GOVERNING LAW AND JURISDICTION

19.1. This Agreement shall be exclusively governed by and construed in accordance with the laws of Belgium.

19.2. The courts of Brussels (Belgium) shall have sole jurisdiction should any dispute arise in relation with the Products.

20. CHANGES TO TERMS OF SALE

20.1. You can review the most current version of the Terms of Sale at any time at [this page](#).

20.2. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Sale by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Sale following the posting of any changes to these Terms of Sale constitutes acceptance of those changes.

21. CONTACT INFORMATION

21.1. Questions about the Terms of Sale should be sent to us at hello@moonbird.life.

Last revision: February 25, 2020