

# MNS Gadgets Belgium

## Terms, Conditions & Refund Policy

To maintain competitive prices, our products are shipped from international warehouse & suppliers. All import duties, taxes, or charges are already included in the item price or shipping cost. If any customs issues arise, please inform us, and we will address them on behalf of the customer. Please be aware that we accept returns and refunds only in the case of a defective item.

Please be aware that a Payoneer fee will be imposed on customers for cancellations following order confirmation. These terms and conditions, referred to as the "Terms and Conditions," regulate the utilization of services offered by MNS Gadgets. MNS operates an online shop and provides services on this website.

## Return & Refund Policy

If you intend to initiate a return for an item received, kindly reach out to us within 7 days of receiving the product.

We accept returns under the following circumstances:

1. If the product is found to be defective.
2. If the product received varies from the one you initially ordered.
3. If the product sustains damage during transit.

Please note that in case of a return, the shipping expenses are the responsibility of the buyer.

Important Notice: Additional fees, such as import duties and taxes, in compliance with the country's laws and regulations, are covered by MNS. In case if there is any issues with customs or Tax, Please contact us and we will get that sorted out for you.

Most electrical products of our shop includes a warranty. Should an issue arise during the warranty period, please promptly get in touch with us and arrange to send the product back. Shipping expenses are the responsibility of the buyer.

We source of products from Abroad and products are shipped directly ship from overseas warehouse. So cancellation of orders is not possible once the product is shipped.

These cross-border products are intended for personal use exclusively. If there is any intention to resell, the buyer is obliged to cover any additional taxes and comply with inspection requirements. If you are dissatisfied with

your purchase, you have the option to return your item(s) subject to the following conditions and exceptions:

Upon receiving the item, kindly reach out to us within 7 days, providing your original order number and detailing the reason for the return.

To be eligible for a return, the item(s) must be in new condition, unused, and still in their original packaging.

If the items meet the acceptable criteria, we will issue a full refund for the returned item(s), excluding the return postage cost, where applicable.

The refund will be credited to your original payment method and may take up to two weeks to reflect on your statement.

Please be aware that we cannot assume responsibility for returned packages due to issues such as incorrect shipping addresses and the recipient's continued absence.

For details regarding products that cannot be returned, please refer to the "Item Specific Return Policy"

We do not entertain returns or replacements for items that fall into the following categories:

- Consumable items that have been used or opened.
- Items with minor imperfections that do not qualify as initial manufacturer defects (e.g., a slightly off-center or pixel-defective LCD panel, or items with post-use scratches).
- Items that have undergone modifications, adjustments, or had peripheral equipment added, or replacement parts installed.
- Items for which a manufacturer-issued certificate was requested by you.
- Car Tire & Wheel Packages.
- Items that are exempt from returns or exchanges based on legal regulations, etc.
- Apple products (including Beats by Dr. Dre).
- Items missing accessories (tags, manuals, boxes, etc.) or with a removed protective seal attached to the product.

In the event that your package is returned to us or rendered unusable due to any of the following circumstances, we will process a refund for the original purchase amount, deducting the actual round-trip shipping costs incurred for both outbound and return shipping, the refund processing fee, and any additional handling charges:

- Package refusal by the recipient
- Expiration of the storage period
- Prolonged recipient absence
- Incomplete or incorrect shipping address provided.

### **Item Specific Return Policy**

Distinct return guidelines apply to the following items.

#Food & Beverages:

- Food & Beverage items cannot be returned or replaced unless they are defective or damaged.

- In the rare event of receiving a defective or damaged item, please reach out to Customer Service for assistance.

#### #Health (Drugstore):

Health-related products, such as supplements, sanitary goods, face masks, dietary supplements, medicines, and medical devices, cannot be returned or replaced unless they are defective or damaged.

If you receive a defective or damaged health-related product, please get in touch with Customer Service for support.

#### #DIY & Tools:

- Items like wood, large wooden building materials, and those with a motor (such as lawn mowers and brush cutters) cannot be returned or replaced unless they arrive in a defective or damaged condition.

#### #Pet Supplies:

- Pet foods, beverages, and supplements are non-returnable and non-replaceable, except in cases where they are defective or damaged.

#### #Digital Products

- Purchased digital music, games, and software downloads are not eligible for returns after purchase.

#### Gift Cards:

Gift Cards cannot be returned or replaced.

Admission Tickets, Service Tickets, Prepaid Cards, or Other Prepaid Products• Admission tickets, service tickets, prepaid cards, or other prepaid products cannot be returned or replaced.

#### How to Initiate Your Item Return:

- Within 7 days of receiving the item, reach out to us with your original order number and provide the reason for the return.
- Ensure the item(s) are packaged with all the original packaging and accessories.
- Utilize a trackable shipping method of your preference to return the item(s).
- Please wait for the returned item to reach our fulfillment center. Once it's received, the refund processing takes 3 business days, and the refunded amount may take up to 2 weeks to appear in your account.

#### #Scope of Application:

These Terms of Use are applicable to all interactions between the User and the Company concerning the use of the Service.

In addition to these Terms of Use, the Company may establish specific rules for using the Service (referred to as "Individual Regulations").

Regardless of the name used for these Individual Regulations, they form an integral part of this Agreement.

In cases where any provision of these Terms of Use conflicts with the provisions of the Individual Regulations mentioned in the previous paragraph, the Individual Regulations will take precedence, unless otherwise stated in the Individual Regulations.

#### #Registration:

The registration process for using the Service is deemed complete when a prospective user, after agreeing to the Terms of Use, submits a registration application for the Service as prescribed by the Company, and the Company subsequently notifies the prospective user of the approval of their application.

In cases where the Company identifies any of the following reasons, the Company reserves the right not to approve a registration application and is not obligated to disclose the specific reasons for such denial:

- If the applicant provided false information during the registration process.
- If the application is submitted by an individual who has violated the Terms of Use.
- In any other instances where the Company deems the registration of use to be inappropriate.

#### #Management of User IDs and Passwords:

The User is responsible for managing their user ID and password for the Service.

Under no circumstances should the User transfer, lend, or share their user ID and password with a third party. When a user logs in using the registered user ID and password, the Company will consider the user who registered the user ID as the legitimate user.

The Company shall not be held liable for any damages resulting from the unauthorized use of a user ID and password by a third party, except in cases of willful misconduct or gross negligence on the part of the Company.

#### #Agreement for Purchase:

A purchase agreement for this service comes into effect when a user submits a purchase application to MNS, and MNS subsequently notifies the user of its acceptance of the application. Ownership of the product is transferred to the user upon delivery by the Company to the designated delivery service.

MNS may cancel the purchase agreement without prior notice to the user if any of the following events occur:

- The user violates these Terms and Conditions.

- Delivery of the product is unsuccessful due to an unknown delivery address or prolonged absence of the user.
- In other cases where the Company determines that the trust relationship between the Company and the user has been compromised.

Payment methods, delivery procedures, purchase order cancellations, product returns, and other related matters concerning the Service will be specified separately by the Company.

#### #Rights Related to Intellectual Property:

Copyrights and other intellectual property rights for product photographs and other content provided through the Service belong to the Company, content providers, and other legitimate rights holders. Users are not permitted to reproduce, reprint, modify, or engage in any other secondary use of this content without obtaining proper permission.

While using the Service, the User is prohibited from engaging in any of the following actions:

1. Engaging in activities that violate laws, regulations, public order, or morality.
2. Participating in actions associated with criminal activities.
3. Infringing upon copyrights, trademarks, or other intellectual property rights found within the Service.
4. Disrupting or impairing the functionality of the Company's servers or network.
5. Commercially exploiting information obtained through the Service.
6. Undertaking actions that may disrupt the operation of our services.
7. Attempting to gain unauthorized access or actually gaining unauthorized access.
8. Collecting or accumulating personal information of other users.
9. Impersonating other users.
10. Providing direct or indirect benefits to antisocial forces in connection with our services.
11. Engaging in any other actions deemed inappropriate by the Company.

#### #Service Interruption and Related Matters:

MNS reserves the right to suspend or discontinue all or part of the Service without prior notice to the user for any of the following reasons:

1. To conduct maintenance, inspections, or updates of computer systems related to the Service.
2. When providing the Service becomes challenging due to force majeure events such as earthquakes, lightning, fires, power outages, or natural disasters.
3. In cases where computers or communication lines are disabled due to accidents.
4. In any other situations where the Company finds it difficult to provide the Service.

The Company shall not be held responsible for any disadvantages or damages suffered by the User or third parties due to the suspension or interruption of the Service, regardless of the cause.

**#Restriction of Use and Termination of Registration:**

In any of the following circumstances, MNS may, without prior notice, impose usage restrictions on the User for all or part of the Service or terminate the User's registration as a Service user:

1. Violation of any provisions of these Terms of Use.
2. Discovery of false information in the registration details.
3. Suspension of the user's credit card, provided as a means of payment.
4. Failure to pay fees or other obligations.
5. Lack of response to communications from the Company for a specified period.
6. Non-usage of the Service for a certain period following the last use.
7. In any other cases where the Company deems the User's use of the Service as inappropriate.

The Company shall not be liable for any damages incurred by the User as a result of actions taken by the Company in accordance with this Article.

**#Withdrawal of Membership:**

The User can withdraw from the Service by following the prescribed withdrawal procedure.

**#Exemption from Warranties and Restriction of Liability:**

The Company does not guarantee the absence of factual or legal defects in the Service, including, but not limited to, issues related to safety, reliability, accuracy, completeness, validity, fitness for a specific purpose, and security. This encompasses errors, bugs, or infringements of rights. We do not assert that the Service will be free from defects, which may include errors, bugs, or rights infringements.

We shall not be held responsible for any damages incurred by the user due to their utilization of this service. However, in cases where the contract between the Company and the user regarding the Service (including these Terms of Use) qualifies as a consumer contract, the Company shall not be liable for any losses or damages resulting from Service usage.

Nevertheless, this disclaimer is not applicable if the contract between the Company and the user concerning the Service (including this Agreement) qualifies as a consumer contract in accordance with the Consumer Contract Act. Even in such circumstances, the Company shall not be held responsible for defaults or torts arising from the Company's negligence, excluding gross negligence. Furthermore, even in such cases, the Company shall not be held liable for any damage resulting from exceptional circumstances, including situations where either the Company or the User could foresee potential harm, among damages arising from defaults or torts caused by the Company's negligence, excluding gross negligence. (2) We

shall not be held accountable for damages arising from exceptional circumstances, including situations where we or the user could foresee potential harm.

The Company disclaims responsibility for transactions, communications, or disputes between the User and other Users or third parties connected to the Service.

#### #Adjustments to Service Content, etc.:

The Company retains the right to modify the Service's content or terminate the provision of the Service without prior notice to the User. The Company shall not be held liable for any damages incurred by the User as a result of such actions.

#### #Modification of Usage Terms:

The Company may amend the Terms of Use at any time without prior notice to the User, if it is deemed necessary by the Company. Users who continue to use the Service after a modification of the Terms of Use shall be considered to have accepted the revised Terms of Use.

#### #Management of Personal Information:

Personal information obtained through the use of the Service will be handled appropriately in accordance with the Company's "Privacy Policy."

#### #Alerts and Correspondence:

Notifications or communications between a user and MNS shall be conducted using methods established by MNS. Unless a user informs us of a change in their contact information following a method separately determined by us, we will assume that the currently registered contact information is valid. Notices or communications sent to this information will be considered as reaching the user at the time of dispatch.

#### #Restriction on the Transfer of Rights and Responsibilities:

Without obtaining prior written consent from the Company, the User is prohibited from transferring their position within the Service Agreement or transferring their rights and obligations outlined in the Service Agreement to a third party or using them as collateral.