

## **TERMS AND CONDITIONS FOR ONLINE SALES IN THE EU AND THE USE OF THE KIDKRAFT WEBSITES**

This Website is intended for customers wishing to order KidKraft products (“**Products**”), and/or use services, features and applications offered thereon (“**Service**” or “**Services**”). The Terms & Conditions under which the Products and Services are offered for sale on the Websites which are aimed at the EU, are set out below. By ticking the “I have read and agree” box on the order form and submitting the order, you accept and agree to be bound by these Terms & Conditions. The terms of use of the Websites of KidKraft aimed at EU countries, are also set out below. By using this Website, you accept and agree to be bound by these Terms of Use.

KidKraft reserves the right to change these Terms & Conditions at any time without prior notice. Such change however will have no effect on orders that were submitted before posting of such revised terms and conditions on the Website. These Terms & Conditions are not applicable to any agreements concluded with business partners.

### **ARTICLE 1–IDENTITY OF THE ENTREPRENEUR**

KIDKRAFT

4630 Olin Road

Dallas, Texas 75244

United States of America

Telephone number:

8:30am – 5:00pm CST

customerservice@kidkraft.com

Number of the Chamber of Commerce: [...]

VAT number: [...]

### **ARTICLE 2–THE ORDER AND AGREEMENT**

1. To place an order on the Website, you must be 18 years of age or over, be accessible by telephone and have a valid email address.
2. By placing an order, you make an offer to us to purchase the Products or Services you have selected on these Terms & Conditions. You unconditionally accept the prices and descriptions of the items offered for sale, KidKraft may or may not accept your offer at our discretion or may reduce the number of Products we accept to deliver to you. However, orders submitted by you are binding on you and cannot be cancelled after order submission, as well as these Terms & Conditions. As long as KidKraft has not acknowledged your Order to you by mailing a shipping confirmation to the email address you specified in your Order, no agreement has been concluded.
3. Should KidKraft not accept your order, any payment already made will be repaid into your bank account or credit card company from which this payment came.
4. We may email you if the ordered Products are unavailable, allowing you to choose whether to wait until the item becomes available or to cancel your Order.

5. Shown and/or supplied samples and models and also statements of measurements and other descriptions in brochures, promotion material or social media of KidKraft are as accurate as possible, but are only for illustration purposes in order to assist customers in recognizing our Products. The actual colours, sizes and dimensions of our Products may differ. We may change the designs, colours, qualities, dimensions, specifications and/or descriptions of any items displayed on our Website without prior notice.

### **ARTICLE 3–PRICE**

1. The prices mentioned for the offered Products and Services are in euros including VAT.
2. Prices shall be those prices published on the Website at the time you submit your order, except in case of an obvious error. Prices on our Website may differ from those charged elsewhere. If a pricing error is obvious and reasonably recognizable as a mistake, we are under no obligation to provide the incorrectly priced item to you at that price, even if we have already sent a confirmation showing the incorrect price.
3. Unless agreed otherwise, prices do not include shipping and handling, gift wrapping or personalisation fees, all of which we reserve the right to price at our sole discretion and change without notice. The applicable costs will be displayed during the checkout process and added to your total cost before you confirm your order.
4. KidKraft explicitly reserves the right to change prices, in particular but not exclusively when that is necessary on the basis of (legal) provisions.
5. KidKraft Gift Codes are charged without VAT regardless of location across all of our Websites.

### **ARTICLE 4–PAYMENT**

1. Payments must be made by the method you have selected during the checkout process. After you successfully placed an order, you receive a confirmation e-mail stating the total costs, including shipping costs.
2. Payment must be made at the time of placing your Order by submitting your payment details to a third party payment processor we specify.
3. All card transactions may be subject to validation checks and authorization by the card issuer. Blocked or false cards cannot be used. If the card issuer or any applicable third party refuses to authorize payment, we are not liable for any non-delivery or delay. If a payment cannot be processed, you are advised to contact your card issuer to resolve any problems with your card before resubmitting your payment.
4. You warrant that you are legally entitled and authorized to use any payment method you selected; that any information, you provide is true, accurate and complete; and that you agree to pay, and authorize us and any payment providers we use to process your Order to charge you using any payment method you have selected, the full cost due for your Order at the time of payment. We have the right to verify the identity of the credit card holder by requesting appropriate documentation.
5. If we do not receive full payment from you through our payment processor, you agree to pay all amounts due upon demand. If your payment cannot be processed, or we suspect fraudulent activity, we reserve the right to cancel or reject your Order. We will only dispatch the ordered Products or provide the ordered Services, after receipt of the full payment.

6. All Products remain KidKraft's property until KidKraft has received full payment, including all costs.

#### **ARTICLE 5-DELIVERY**

1. Orders may be delivered to the locations mentioned on our Website. We will deliver the Products to the delivery address you have specified on the order form and in accordance with the delivery option you have chosen. In the event you order various Products to be delivered to different addresses, you will need to submit a separate order form for each delivery address. We reserve the right to choose how any Product is packed and delivered, unless you choose and pay for an optional upgraded service, in which case any upgrade will apply as stipulated in the order. We reserve the right to add, remove or change any delivery methods or upgrades we may offer at any time without prior notice.
2. Any delivery or shipment dates given by KidKraft are best estimates only and KidKraft shall not be liable for any loss, damage, costs or expenses for failure to deliver in accordance with the delivery or shipment dates given. In the event any of the Products ordered are out of stock, this may mean the whole order is delayed. If so, an estimate of the delay will be given by email or post, but delivery shall in any case be made within thirty (30) days as of the date indicated on the order confirmation by KidKraft. An order may and will be cancelled if we have failed to make delivery within 30 days of the original order date and if we fail to meet any agreed extended term for delivery. Any payments already made shall be fully refunded.
3. Title to and risk of loss of your Products will pass to you upon delivery of the Products.
4. If you are not at home at the time of delivery, you can collect the parcel at a designated pick-up point or there may be another attempt to deliver the parcel as indicated by the delivery service. If the parcel is not collected within the period indicated by the delivery service, the parcel may be sent back to us and the order will be cancelled. KidKraft will pay back the purchase amount minus the return shipment charges.
5. We endeavour to deliver your Order at once but may also deliver your Order in instalments.
6. If a shipment is recorded as delivered by the delivery service, it shall be deemed final and conclusive evidence that you received and accepted the shipment. If another person accepts the delivery on your behalf, the shipment shall be deemed to be delivered and it is your sole responsibility to recover the shipment from that person.
7. If delivery is returned or refused due to any reason, other than rejection of a damaged shipment, you may be charged a return fee covering storage and/or return shipment costs.
8. You must examine the Products upon delivery for any errors, imperfections or damage. You must report the noticed errors, imperfections or damage to us by e-mail within 14 days after receipt.

#### **ARTICLE 6-RETURNS, EXCHANGES AND REFUNDS**

1. You may return the Product for any reason to KidKraft or cancel the entitlement to Services and obtain a refund of the price of the returned Product (except gift wrapping or personalization costs and any such other charges) or service entitlement provided that you contact KidKraft within fourteen (14) calendar days after the day you received the Products or entitlement to Services. If this term expires on a non-working day in your country, the deadline is extended till the next working day. This right to return the purchase for a full refund does not apply if a Products which is a personal hygiene product

been used. Furthermore, please note that while the Product(s) remain in your possession you are under a duty to ensure that the Product(s) are kept safe and secure.

2. For the purpose you may use the "EU Withdrawal Form", annexed to these Terms & Conditions. You may inform us in another form about the cancellation of your purchase. You must dispatch the Products to be returned with the packing list immediately, and in any event within fourteen (14) days after informing us about the cancellation. You have to pay the costs for the return shipment.
3. We shall refund all payment received from you relating to the returned Product, within 14 days after the day you informed us of your decision to return the Products. We shall instruct the bank or credit card company that was used when the original order was placed, to return the amount already paid (including the standard shipping costs) to you. Any higher shipping costs for the original shipment from KidKraft to you that you chose at checkout, rather than the least costly method of standard delivery offered by KIDKRAFT, will not be compensated. Alternately, you may elect to receive a Gift Code from us covering the full value. You shall be liable for any diminished value of the returned Product resulting from your handling of the Products, other than what is reasonably necessary to judge the Products.
4. If you receive a defective, damaged or wrong Product, you may request it to be exchanged for a new version of the same Product up to two (2) months after the date you receive it. A condition for this right to exchange, you must return the Product in its original packaging with all components and a copy of the delivery note and a genuine receipt or proof of purchase. If you have returned the ordered Products, you may exchange them for a different Product or get back the purchase amount including the shipping charges paid to KidKraft, this with observance of the provisions in paragraph 6. If you keep part of your Order, you will only be repaid the purchase price of the returned Products and not the shipping charges.

#### **ARTICLE 7-WARRANTIES**

1. KidKraft ensures that the products and/or services are in accordance with the agreement, the specifications as mentioned on the website and applicable laws and regulations. KidKraft ensures that the product and services shall meet reasonable expectations customer may have on the usability.

#### **ARTICLE 8-LIABILITY**

1. These terms and conditions set out the full extent of our obligations and liabilities in respect of the supply of the Products (and performance of support and warranty services) and the performance of any Services.
2. Save as set out at article 8, there are no warranties, conditions or other terms that are binding on KidKraft regarding the supply of Products or the provision of Services. Any warranty or other claim arising out of or in connection with the delivery of Products and/or the provision of Services which might otherwise be implied into or incorporated in our contract by statute, common law, laws applicable in the country where you purchased the Products or Services or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded to the maximum extent permitted by law. In particular, KidKraft will not be responsible for ensuring that the Products are suitable for your purposes.

3. Nothing in the contract shall limit or exclude our liability (i) for death or personal injury caused by our negligence or (ii) for fraud or (iii) any breach of the obligations implied by applicable mandatory national laws as to title or (iv) any liability which cannot be excluded by law.
4. As far as permitted by the applicable law, KidKraft will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise. As far as permitted by the applicable law, the maximum aggregate liability of KidKraft whether in tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to KidKraft in respect of the Product(s) and/or Services in question.
5. None of the above affects your statutory rights as a consumer, nor your right to return the Products as set out in article 6.

#### **ARTICLE 9-PERSONAL DATA**

KIDKRAFT may store, process and use the data collected from you during the ordering process. These data will be treated in accordance with the KidKraft Privacy Statement which is available by clicking on the button "Privacy Statement" in the footer of this Website. If you wish to have access to information we hold concerning you, or if you want to make any changes, or if you do not want to receive information from KidKraft please follow the update procedure set forth in the KidKraft's Privacy Statement.

#### **ARTICLE 10-KIDKRAFT GIFT CODE**

1. The KidKraft Gift Codes are only redeemable on our Website and only for merchandise. Except to the extent required by law, Gift Codes are one-time use only and cannot be cancelled, returned, redeemed for cash or reloaded once issued and cannot be used and may be voided if used to purchase other Gift Code, transferred or resold.
2. Acceptance of any KidKraft Gift Code constitutes acceptance of these Terms & Conditions.
3. Ownership and risk of loss of Gift Code passes to the purchaser as soon as the purchase is confirmed. KidKraft will not replace and is not responsible for lost or stolen Gift Codes.
4. Gift Codes do not expire and do not have maintenance fees.
5. Gift Codes will be emailed to the email address supplied by the purchaser.
6. We may offer an ability to include a personalised message when sending a Gift Code, which may be limited to a certain length. We do not read every message, but we reserve the right to change or cancel them if in our sole determination, we deem any content to be objectionable, offensive or inappropriate in any way.
7. A Gift Code can be redeemed by entering its code in the appropriate location during the checkout process and the amount of the card will be deducted from the total cost of your Order. If the total cost of your Order are more than the value of your Gift Code, you are responsible for paying the remaining cost of your Order. As Gift Codes cannot be reused, any remaining balance will be forfeited upon placing your Order.
8. If you need any assistance or have any problems with your purchase, ownership or use of your Gift Code, please [contact us].
9. If a Gift Code is non-functional, your sole remedy and our sole liability shall be the replacement of the Gift Code.

#### **ARTICLE 11-PROMOTIONS AND DISCOUNT CODES**

1. Any contests, free trials, discounts, giveaways or other promotions (“Promotions”) made available through our Website may be governed by rules that supersede these Terms & Conditions and the Privacy Statement of our Website. You are responsible for reviewing any applicable rules and policies of these Promotions.
2. Promotions and discount codes from third party sources are invalid and may be declined.
3. KidKraft at its sole and final discretion reserves the right to cancel, rescind, limit, restrict in any way or modify Promotions, and/or decline and cancel Orders placed with discount codes, without prior notice at any time and for any reason (to the fullest extent permitted by law).
4. Promotions and discount codes have no cash value, cannot be redeemed for cash, are limited to one per Order, are only valid for one use and cannot be combined with any other offers.
5. Promotions and discount codes are invalid on dates outside of any stated validity period and are only valid on our Website.
6. Discount codes will expire 30 days after their date of issue unless another redemption period is expressly specified.

#### **ARTICLE 12–COMPLAINTS PROCEDURE**

1. KIDKRAFT has a sufficiently publicized complaints procedure and will handle complaints in accordance with this complaints procedure. In the event of complaints a consumer must first turn to KidKraft(customerservice@KidKraft.com). A complaint does not give you to right to suspend any of your obligations towards us.
2. Complaints about the performance of the agreement must be submitted to KidKraft completely and clearly described, within a reasonable period after you have discovered the defects. Complaints submitted to KidKraft will be answered within a period of 14 days counting from the date of receipt. If a complaint demands a foreseeable longer processing time, KidKraft will answer within the period of 14 days with acknowledgement of receipt and an indication when you may expect a more extensive answer. You will give KidKraft in any event 4 weeks’ time to solve the complaint in consultation. You may also submit your complaint inline via the ODR Platform (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=EN>).

#### **ARTICLE 13–APPLICABLE LAW AND DISPUTE PROCEDURE**

1. If you are a consumer, the laws of the country where you live, govern all rights, obligations, offers, orders and agreements to which these conditions apply. If you are not a consumer, the laws of the Netherlands, govern all rights, obligations, offers, orders and agreements to which these conditions apply and the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.
2. Whenever any dispute arises between KidKraft and you, each party agrees to first inform the other party in writing and make best efforts negotiate to resolve the dispute amicably before pursuing other means to end the dispute or pursue claims.
3. Any unresolved legal actions regarding Orders arising from or relating to the subject matter of these Terms & Conditions shall be governed by the exclusive jurisdiction according to the applicable law.

4. The law of your residence may also be applicable as far as mandatory legal consumer regulations are concerned.

#### **ARTICLE 14–MISCELLANEOUS**

1. If during a short or longer time, whether or not tacitly, deviations from these Terms & Conditions have been allowed by KidKraft, this will leave intact its rights to demand direct and strict observance of these Terms & Conditions as yet. You can never derive any right from the fact that KidKraft applies these Terms & Conditions flexibly.
2. If one or more of the provisions of these Terms & Conditions or any other agreement with KidKraft is contrary to any applicable statutory provision and/or to any extent found to be prohibited, invalid, ineffective or unenforceable for any reason, the relevant provision will be annulled and it will be replaced with a provision that is valid and enforceable that comes closest to expressing the intention of such provision, so that these Terms & Conditions will otherwise remain in full force and enforceable. The same shall apply in the case of any error or omission in these Terms & Conditions. The invalidity or unenforceability of any provision of these Terms & Conditions shall not adversely affect the validity or enforceability of the remaining provisions.
3. Under no circumstances may any person or entity distribute, resell or stock our Products, or create a reasonable impression that they do. We reserve the right to stop and/or prosecute unauthorised purchasing, reselling and/or unauthorised access to restricted areas of our Website to the fullest extent of the law.
4. KidKraft will make every effort to perform its obligations under the contract. However, KidKraft cannot be held responsible for failure to perform if such failure is caused by any circumstances beyond our reasonable control.
5. The English version prevails whenever there is a discrepancy between translations of any content on the Website, including these Terms & Conditions. Other translations are for convenience only, have no legal force and their accuracy is not guaranteed.