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CONDITIONS OF USE

Please read these conditions carefully before using Moose Färg Service products. By using Moose Färg Service products, you signify your agreement to be bound by these conditions. We offer a wide range of Moose Färg Service products, and sometimes additional terms may apply. When you use an Moose Färg Service product (for example Moose Färg applications for mobile), you will also be subject to the terms, guidelines and conditions applicable to that Moose Färg Service product ("Service product Terms"). If these Conditions of Use are inconsistent with the Service product Terms, those Service product Terms will control.

1 PRIVACY

Please review our privacy notice which also govern your use of Moose Färg Service products, to understand our practices.

2 ELECTRONIC COMMUNICATIONS

When you use any Moose Färg Service product or send emails to us, you are communicating with us electronically. We will communicate with you by e-mail or by posting notices on the website or through the other Moose Färg Service products. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

3 COPYRIGHT, AUTHORS' RIGHTS AND DATABASE RIGHTS

All content included in or made available through any Moose Färg Service product, such as text, graphics, logos, button icons, images, audio clips, digital downloads and data compilations is the property of Moose Färg or its content suppliers and is protected by Netherlands and international copyright, authors' rights and database right laws. The compilation of all content included in or made available through any Moose Färg Service product is the exclusive property of Moose Färg and is protected by Netherlands and international copyright and database right laws.

You may not extract and/or re-utilise parts of the content of any Moose Färg Service product without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation any substantial parts of the content of any Moose Färg Service product, without our express written consent. You may also not create and/or publish your own database that features substantial parts of any Moose Färg Service product (e.g. our prices and product listings) without our express written consent.

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One or more patents owned by Moose Färg apply to the Moose Färg Service products and to the features and Service products accessible via the Moose Färg Service products. Portions of the Moose Färg Service products operate under license of one or more patents.

6 LICENCE AND ACCESS

Subject to your compliance with these Conditions of Use and applicable Service product Terms and your payment of any applicable fees, Moose Färg or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and make personal and non-commercial use of the Moose Färg Service products. This licence does not include any resale or commercial use of any Moose Färg Service product or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Moose Färg Service product or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

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You may not misuse the Moose Färg Service products. You may use the Moose Färg Service products only as permitted by law. The licenses granted by Moose Färg terminate if you do not comply with these Conditions of Use or any Service product Terms.

7 YOUR DATA

If you use any Moose Färg Service product you are responsible for maintaining the confidentiality of your own data and for restricting access to your computer, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your name. You should take all necessary steps to ensure that the order data is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or is likely to be used in an unauthorised manner. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided.

You must not use any Moose Färg Service product: (i) in any way that causes, or is likely to cause, any Moose Färg Service product, or any access to it to be interrupted, damaged or impaired in any way, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or (iii) to cause annoyance, inconvenience or anxiety.

We reserve the right to refuse Service product, terminate accounts or remove or edit content if you are in breach of applicable laws, these Conditions of Use or any other applicable terms and conditions, guidelines or policies.

8 REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Visitors may post reviews, comments and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. We reserve the right to remove or edit such content. If you believe that any content on or advertised for sale on any Moose Färg Service product contains a defamatory statement, or that your intellectual property rights are being infringed by an item or information on any Moose Färg Service product, please notify us by email of in writing and we will respond.

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You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. To the extent permitted by law, you agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to Moose Färg including the execution of deeds and documents, at our request.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is posted: (i) the content and material is accurate; and (ii) use of the content and material you supply does not breach any applicable policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify Moose Färg for all claims brought by a third party against Moose Färg arising out of or in connection with the content and material you supply except to the extent that any liability arises from our failure to properly remove the content when it is notified of the illegal nature of the content arising out of or on the grounds of, or originating from the content that you have communicated to us.

9 INTELLECTUAL PROPERTY CLAIMS

Moose Färg respects the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please contact us.

10 OUR LIABILITY

We will do our utmost to ensure that the Moose Färg products will be as specified by our technical data sheets. However, due to the nature of the internet, this cannot be guaranteed. Moose Färg will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when you commenced using the Moose Färg products.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your legal right to have goods sent or Service products provided within a reasonable time or to receive a refund if goods or Service products ordered cannot be supplied within a reasonable time owing to a cause beyond our reasonable control.

The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

11 APPLICABLE LAW

These conditions are governed by and construed in accordance with the laws of the The Netherlands, and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. We both agree to submit to the non-exclusive jurisdiction of the courts of the district of Luxembourg City, which means that you may bring a claim to enforce your consumer protection rights in connection with these Conditions of Use in Luxembourg or in the EU country in which you live.

12 ALTERATIONS TO SERVICE PRODUCT OR AMENDMENTS TO THE CONDITIONS OF USE

We reserve the right to make changes to any Moose Färg products, policies, terms and conditions including these Conditions of Use, and Service product Terms at any time. You will be subject to the terms and conditions, policies and Conditions of Use in force at the time that you use the Moose Färg (Service) products. If any of these Conditions of Use is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

13 WAIVER

If you breach these Conditions of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Use.

14 CHILDREN

We do not sell products for purchase by children. We sell children's products for purchase by adults. If you are under 18 you may use the Moose Färg Service products only with the involvement of a parent or guardian.

15 OUR CONTACT DETAILS

Moose Färg.com is the trading name for Moose Färg. This website is owned and operated by Moose Färg.

Contact details for Moose Färg:

Moose Färg Smitschagen B.V.
De Dreef 32
1741MH Schagen
The Netherlands

16 NOTICE AND PROCEDURE FOR MAKING CLAIMS OF RIGHT INFRINGEMENTS

If you believe that your rights are being infringed, you may contact us in writing or by email. We respond expeditiously to rights owners and their agents who complete and submit the Notice Form to communicate concerns about any alleged infringement.

Upon receipt of a notice we may take certain actions, including removing information or an item, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved. Furthermore, in submitting a notice, you grant to Moose Färg the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, and display its content throughout the world in any media. This includes forwarding the notice to the parties involved in the provision of the allegedly infringing content. You agree to indemnify Moose Färg for all claims brought by a third party against Moose Färg arising out of or in connection with the submission of a notice

Important Warning: giving false, misleading or inaccurate information in the notice to Moose Färg may result in civil and/or criminal liability. You should contact a legal advisor should you have any questions.

17 NOTICE AND PROCEDURE FOR NOTIFYING MOOSE FÄRG OF DEFAMATORY CONTENT

Because millions of products are listed and many thousands of comments are hosted on Moose Färg.com, it is not possible for us to be aware of the contents of each product listed for sale, or each comment or review that is displayed. Accordingly, we operate on a "notice and action" basis. If you believe that any content on or advertised for sale on, the website contains a defamatory statement, please notify us immediately by contacting us by Email or in writing.

Important Warning: giving false, misleading or inaccurate information in the notice to Moose Färg may result in civil and/or criminal liability.

ADDITIONAL MOOSE FÄRG SOFTWARE TERMS

1. Use of the Moose Färg Software. You may use Moose Färg Software solely for purposes of enabling you to use and enjoy the Moose Färg Service products as provided by Moose Färg, and as permitted by the Conditions of Use, these Software Terms and any Service product Terms. You may not incorporate any portion of the Moose Färg Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another Service product, or sell, rent, lease, lend, loan, distribute or sub-license the Moose Färg Software or otherwise assign any rights to the Moose Färg Software in whole or in part. You may not use the Moose Färg Software for any illegal purpose. We may cease providing any Moose Färg Software and we may terminate your right to use any Moose Färg Software at any time. Your rights to use the Moose Färg Software will automatically terminate without notice from us if you fail to comply with any of these Software Terms, the Conditions of Use or any other Service product Terms. Additional third party terms contained within or distributed with certain Moose Färg Software that are specifically identified in related documentation may apply to that Moose Färg Software (or software incorporated with the Moose Färg Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any Moose Färg Service product is the property of Moose Färg or its software suppliers and protected by Luxembourg and international copyright laws.

2. Use of Third Party Service products. When you use the Moose Färg Software, you may also be using the Service products of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party Service products may be subject to the separate policies, terms of use, and fees of these third parties.

3. No Reverse Engineering. Unless explicitly permitted under applicable mandatory law, you may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Moose Färg Software, whether in whole or in part, or create any derivative works from or of the Moose Färg Software.

4. Updates. In order to keep the Moose Färg Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

CONDITIONS OF SALE

These Conditions of Sale govern the sale of products by Moose Färg to you. Moose Färg.com is a trading name of Moose Färg.

Please read these conditions carefully before placing an order with Moose Färg. By placing an order with Moose Färg, you signify your agreement to be bound by these conditions.

1 OUR CONTRACT

Your order is an offer to Moose Färg to buy the product(s) in your order. When you place an order to purchase a product from Moose Färg, we will send you an e-mail confirming receipt of your order and containing the details of your order (the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) ordered. We only accept your offer, and conclude the contract of sale for a product ordered by you, when we dispatch the product to you and send e-mail confirmation to you that we've dispatched the product to you (the "Dispatch Confirmation E-mail"). If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation E-mail for each package, and each Dispatch Confirmation E-mail and corresponding dispatch will conclude a separate contract of sale between us for the product(s) specified in that Dispatch Confirmation E-mail. Your contract is with Moose Färg. Without affecting your right of withdrawal set out in section 2 below, you can cancel your order for a product at no cost any time before we send the Dispatch Confirmation E-mail relating to that product.

Please note that we sell products only in quantities which correspond to the typical needs of an average household. This applies both to the number of products ordered within a single order and the placing of several orders for the same product where the individual orders comprise a quantity typical for a normal household.

2 RETURNS

Please review our Return Policy which applies to products sold by Moose Färg. In addition to your 7-days returns guarantee, customers in the European Union are entitled to a statutory withdrawal right of seven business days. Details of this statutory right and an explanation of how to exercise it are provided in the order confirmation and in the Returns policy.

Moose Färg does not take title to returned items until the items arrive at the returns address destination. At our discretion, a refund may be issued without requiring a return. In this situation, Moose Färg does not take title to the refunded item.

3 PRICING AND AVAILABILITY

All prices are inclusive of legally applicable VAT.

We list availability information for products sold by us on the website including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. As we process your order, we will inform you by e-mail as soon as possible if any products you order turn out to be unavailable and you will not be charged for those products.

Please note that unless otherwise stated on the website, delivery estimates are just that. They are not guaranteed delivery times and should not be relied upon as such.

Despite our best efforts, a small number of the items in our catalogue may be mispriced. We will verify pricing when processing your order and before we take payment. If we have made a mistake and a product's correct price is higher than the price on the website, we may either contact you before shipping to request whether you want to buy the product at the correct price or cancel your order. If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product.

4 PRODUCT INFORMATION

Unless expressly indicated otherwise, Moose Färg is not the manufacturer of the products sold on this website. While we work to ensure that product information on our website is correct, actual product packaging and materials may contain more and different information to that displayed on our website. Ingredients may also change. All information about the products on our website is provided for information purposes only. We recommend that you do not rely solely on the information presented on our website. Please always read labels, warnings and directions provided with the product before use.

5 CUSTOMS

When ordering products from Moose Färg for delivery outside of the EU you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from Moose Färg, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products. Your privacy is important to us and we would like our international customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

6 OUR LIABILITY

Moose Färg and its affiliates will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when the contract for the sale of products by us to you was formed.

The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your right to have the products sent to you within a reasonable time. If the delay occurs before the products are dispatched, we will not charge you for the products until they are dispatched and you may cancel your order at any time prior to dispatch.

7 APPLICABLE LAW

These conditions are governed by and construed in accordance with the laws of the Netherlands, and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. We both agree to submit to the non-exclusive jurisdiction of the courts of Almar, which means that you may bring a claim to enforce your consumer protection rights in connection with these Conditions of Sale in or in the EU country in which you live.

8 AMENDMENTS TO THE CONDITIONS OF SALE

We reserve the right to make changes to our website, policies, and terms and conditions, including these Conditions of Sale at any time. You will be subject to the terms and conditions, policies and Conditions of Sale in force at the time that you order products from us, unless any change to those terms and conditions, policies or these Conditions of Sale is required to be made by law or government authority (in which case it may apply to orders previously placed by you). If any of these Conditions of Sale is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

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10 CHILDREN

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11 OUR CONTACT DETAILS

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Smitschagen B.V

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1741MH Schagen
The Netherland