

# **Terms and Conditions**

## **Article 1 – Definitions**

In these terms and conditions, the following definitions apply:

1. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers at a distance;
2. **Consumer:** the natural person who does not act in the course of a profession or business and who enters into a distance contract with the entrepreneur;
3. **Distance contract:** an agreement in which, in the context of a system organized by the entrepreneur for the distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
4. **Technique for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur meeting simultaneously in the same room;
5. **Reflection period:** the period within which the consumer can make use of his right of withdrawal;
6. **Right of withdrawal:** the option for the consumer to waive the distance contract within the cooling-off period;
7. **Day:** calendar day;
8. **Duration transaction:** a distance contract with regard to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
9. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.

## **Article 2 – Identity of the entrepreneur**

Name:	Natuurlijk Natuurlijk
Address:	Celsiusstraat 56 6716 BZ Ede The Netherlands
Phone:	0318-220081 on working days from 08:00 to 18:00
E-mail address:	sales@natuurlijknatuurlijk.nl
Chamber of Commerce number:	09133868
VAT identification number:	NL001880582B74

## **Article 3 – Applicability**

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. These general terms and conditions can be sent free of charge at the request of the consumer electronically or otherwise.

## **Article 4 - The offer**

1. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
2. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. The images used are an indication of the products and/or services offered. The products delivered may deviate in appearance from the images shown. The content is always in accordance with the description. Obvious mistakes or errors in the offer are not binding on the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
  - the price including taxes;
  - any costs of delivery;
  - the manner in which the agreement will be concluded and which actions are required for this;
  - whether or not the right of withdrawal applies;
  - the method of payment, delivery or performance of the agreement;
  - the term for acceptance of the offer, or the term for keeping the price unconditional;
  - the possible languages in which, in addition to Dutch, the agreement can be concluded;

## **Article 5 - The agreement**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and the fulfillment of the associated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not

- been confirmed, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
  4. The entrepreneur can inform himself – within legal frameworks – whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons, or to attach special conditions to the execution.
  5. The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
    - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
    - b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
    - c. the information about existing after-sales service and guarantees;
    - d. the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
  6. If the entrepreneur has undertaken to deliver a series of products or services, the provision in the previous paragraph only applies to the first delivery.

#### **Article 6a - Right of withdrawal upon delivery of products**

1. When purchasing products, the consumer has the option to dissolve the agreement without stating reasons during fourteen days. This period starts on the day after receipt of the product by or on behalf of the consumer.
2. During this period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, together with a copy of the packing slip or invoice.

#### **Article 6b - Right of withdrawal upon delivery of services**

1. When providing services, the consumer has the option to dissolve the agreement without stating reasons during fourteen days, commencing on the day of entering into the agreement.
2. To make use of his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest upon delivery.

#### **Article 7 - Costs in case of dissolution**

1. If the consumer makes use of his right of withdrawal, the maximum costs of return will be for his account.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after receipt of the return or dissolution.

#### **Article 8 - Exclusion right of withdrawal**

1. If the consumer does not have a right of withdrawal, this can only be excluded by the entrepreneur if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
  - a) that have been established by the entrepreneur in accordance with the consumer's specifications;
  - b) which are clearly personal in nature;
  - c) which by their nature cannot be returned;
  - d) which can spoil or age quickly;
3. Exclusion of the right of termination is only possible for services:
  - a) the delivery of which has started with the express consent of the consumer before the cooling-off period has expired;

### **Article 9 - The price**

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and/or:
  - a) they are the result of statutory regulations or provisions; or
  - b) the consumer has the authority to cancel the agreement on the day on which the price increase takes effect.
3. The prices stated in the offer of products or services include VAT.

### **Article 10 - Conformity and Warranty**

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement and /or government regulations.
2. An arrangement offered by the entrepreneur, manufacturer or importer as a guarantee does not affect the rights and claims that the consumer can assert against the entrepreneur with regard to a shortcoming in the fulfillment of the obligations of the entrepreneur on the basis of the law and/or on the distance contract.

### **Article 11 - Delivery and execution**

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of what is stated in article 4 of these general terms and conditions, the company will execute accepted orders expeditiously but at the latest within 30 days, unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than one month after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs.
4. In the event of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 30 days after dissolution.
5. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not be excluded. The costs of return shipment are for the account of the entrepreneur.
6. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer, unless expressly agreed otherwise.

### **Article 12 – Payment**

1. Insofar as not later agreed, the amounts owed by the consumer must be paid before shipment of the good or, in the case of an agreement to provide a service, for the delivery of the documents relating to this agreement.
2. The consumer has the obligation to immediately report inaccuracies in the payment details provided or stated to the entrepreneur.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

### **Article 14 - Complaints procedure**

1. Complaints about the implementation of the agreement must be submitted to the entrepreneur, fully and clearly described, within a reasonable time, after the consumer has discovered the defects.
2. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.

### **Article 15 - Additional or different provisions**

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.