

Terms and Conditions - v2

VitexNatura Healthy!

15-09-2020

Article 1

These Delivery Conditions apply to all offers and / or all agreements entered into by VitexNatura with third parties. The publication can be done, among other things, by handing a copy of the Terms of Delivery to the other party in advance, by referring to the Terms of Delivery on letter and invoice paper, by referring to the Terms of Delivery on the quotation, price list, Internet site or order confirmation.

2: Unless otherwise agreed in writing, the Terms of Delivery are deemed to have been accepted by the parties involved. Deviating provisions must be explicitly agreed upon in writing.

3: An agreement is deemed to have been concluded if the offer made by the seller has been ordered and paid for by the buyer. If the agreement has been laid down in writing, the written record will apply.

Article 2 - products, materials, and shelf-life;

1. VitexNatura products are manually assembled from fresh and living materials. As a result, VitexNatura reserves the right to make changes to the design, production, and materials without prior consultation with the buyer.

Article 3 - Offers:

1. All offers made orally or in price lists, the Internet, daily or weekly newspapers, periodicals, announcements, letters, fax messages, and e-mails by or on behalf of VitexNatura with regard to prices, quotations, delivery terms, etc. are entirely without obligation and for VitexNatura in no way whatsoever. binding, unless explicitly stated otherwise.

2. Agreements that may or may not have been entered into through intermediaries, will only become binding upon written confirmation by email from VitexNatura.

3. Changes to the original agreement, of whatever nature, made in writing or verbally by or on behalf of the other party that causes higher costs than could be counted on in the quotation, the other party may be charged extra by VitexNatura. You will be informed of this in advance.

Article 4 - Delivery Delivery

time:

Agreed delivery times will be observed by VitexNatura as much as possible, but exceeding this does not make VitexNatura liable and does not give the right to cancel the agreement.

Force majeure:

1. VitexNatura is not liable for any damage to the buyer as a result of non-delivery.

2. If due to force majeure, not within 48 hours after the agreed delivery date, VitexNatura must inform the buyer of this as soon as possible by fax/email or telephone with written confirmation, without being obliged to pay any compensation.

3. In case of force majeure - after consultation with the buyer - VitexNatura can terminate the agreement or suspend the delivery until the moment when the force majeure situation ceases to exist.

4. If in the event of a suspension, the delivery is delayed by more than ten days, the buyer is entitled to state in writing that it considers the purchase agreement to be dissolved. The following similar circumstances are considered force majeure:

- Late or qualitatively unacceptable delivery from one or more supply companies.

- Obstructive measures by the government.

- Complete or partial strike or malfunction in the internal and external transport apparatus.

- Riots and other disturbances that prevent the timely execution of the agreement.

- Complete or partial stagnation in the production apparatus of - or work strikes or exclusion in the company or in that of which goods are obtained from raw materials or products.

- Disruptions in internet computers and / or telephone connections that stagnate orders via the internet.

Article 5 - Delivery

1. Delivery is always deemed to take place at the address of the customer and is at his / her expense.

2. Unless agreements have been made about this between VitexNatura and the customer, the route and means of transport are chosen to the best of our knowledge.

3. Any insurance costs are at the buyer's expense.

Article 6 - Packaging and transport

VitexNatura has the right to charge the actual costs of packaging and transport above the sales price.

Article 7 - Payment

1. The sale takes place against prepayment or, unless agreed upon after receipt of the invoice, in which case payment must be made within 14 days of the invoice date without deduction of discount and without set-off.

You can pay on our site in the following ways. We accept the following payment methods:

- Payment in advance

- Ideal (internet banking)

1. On Account (Only with a customer number and agreed in writing)

2. If this term is exceeded, the buyer is deemed to be in default by operation of law and VitexNatura has the right to charge the statutory interest from the moment declares that the buyer is in default, without prejudice to the further rights accruing to VitexNatura.

Article 8 - Retention

of title, All delivered products remain the property of VitexNatura until they have been paid in full.

Article 9 - Complaints

1. The products to be delivered must meet the normally applicable quality standards.

2. Complaints regarding visible defects in delivered products must be reported to VitexNatura immediately after discovery or in any case within 24 hours after receipt, by fax/email, or telephone.

3. Complaints relating to a particular delivery do not affect previous or later deliveries and do not give the right to refuse payment for the relevant or previous or later delivery.

4. Defects in part of the delivered goods do not entitle the buyer to reject the entire delivered batch.

Article 10 - Applicable law/disputes

1. All agreements to which these Terms and Conditions relating in whole or in part are governed by Dutch law.

2. All disputes (also those that are regarded as such by only one of the parties) with regard to or arising from the agreements concluded between VitexNatura and a buyer established abroad to which these Conditions apply can be decided by the Dutch court, which has jurisdiction. is the area in which VitexNatura is located.

3. If you feel that you as a consumer have not been treated properly and a dispute has arisen, you can submit this to the disputes committee via the ODR Platform <http://ec.europa.eu/consumers/odr>

Article 11 - Personal data

1. Your data we need to be able to process your orders and payments. We do not pass on your details to third parties.

Article 12 - Final provision

1. In cases not provided for in these Terms and Conditions, Dutch law is also applicable.

2. If any part of any provision of these Conditions should appear to be in conflict with any mandatory provisions of national or international law, it will be considered as not agreed and these Conditions will continue to bind the other parties.

3. Right of withdrawal

You have the right to withdraw from the contract within 14 days without giving any reason. The withdrawal period expires 14 days after the day on which you or a third party designated by you, who is not the carrier, takes physical possession of the last good. To exercise the right of withdrawal, you must inform us of your decision to withdraw from the contract by means of an unambiguous statement (for example in writing by post or e-mail). You can use this withdrawal form for this, but you are not obliged to do so. You can also send this form or any other clearly worded statement by e-mail to info@vitexnatura-wholesale.com. If you make use of this option, we will immediately send you a confirmation of receipt of your cancellation by e-mail.

The product can only be returned if the product is still unused in the original, undamaged and unopened packaging returned (the product may not have been used and must still be salable; the customer may view the product, but not break the closure, from the packaging or put it into use). You bear the costs of the return shipment yourself. The product must be undamaged and complete and can be sent in its original packaging, with sufficient postage, to:

The delivery address, for goods and return shipments, will be sent to you on request.

Consequences of the withdrawal

If you cancel the agreement, you will receive all payments you have made up to that point, including delivery costs (with the exception of any additional costs resulting from your choice of a different method of delivery than the cheapest standard delivery offered by us) without delay within 14 days after receipt of the goods back from us. We wait with a refund until we have received the goods back.

The only conditions are that the item is undamaged, unused, and returned in its original packaging. When returning the article, it is important that you state in writing to which account number we can refund your money, the name of this account number, and the place of residence of the beneficiary. Also, enclose the invoice for the item in the envelope. The costs of the return shipment are borne by the buyer. VitexNatura will return your purchase amount within 14 days, including the shipping costs paid by you as stated on the invoice.

We draw your attention to your right of withdrawal. If you make use of your right of withdrawal, you do so by returning the product within the cooling-off period (14 days) or by sending a statement addressed to us within the cooling-off period (14 days). We will return the full purchase amount to you within 14 days of receipt of the product.

If you make use of your right of withdrawal, you as a consumer must deliver the product and packaging to us in their original condition.

When returning your order, we will refund the amounts paid by you. So also the shipping and payment cost that you have incurred when ordering. The return itself is at the expense of the customer.

Cancellation form. (*) Strike out what does not apply.

(Only complete and return this form if you wish to cancel the contract)

To the office ADDRESS: VitexNatura, Stuwweg 22. 6219NB Maastricht - The Netherlands. info@vitexnatura-wholesalen.com

Please note that this is not a delivery address for goods. The delivery address for goods and return products will be sent to you at request.

I / We * share (*) hereby inform you that I/we (*)

revoke our agreement regarding the sale of the following goods (*):

Ordered on (*) / Received on (*):

-

Order number (to be found on the invoice, receipt, and dispatch confirmation):

-

Name / Names of consumer (s):

-

Address of consumer (s):

-

Signature of consumer (s) (only if this form is submitted on paper)

-

Date