

Terms and Conditions - v1

ostomixx

22-07-2015

DEFINITIONS

Consumer(s): natural person(s) not acting in the course of his professional or business operations;

Entrepreneur: OstoMixx B.V., having its principal place of business at Muskushouwsestraat 33, 6666 MA Heteren (The Netherlands), Chamber of Commerce number 51783657, VAT NL8501.69.756.B.01;

Remote Sale: the selling of products by electronic means;

General Conditions: these General Terms and Conditions;

Products: the products being offered to the Consumer by the Entrepreneur via the Web shop;

Webshop: www.OstoMixx.com

APPLICABILITY

These General Conditions are applicable to the orders placed by Consumers on the Web shop and the agreements arising from this between the Consumer and the Company.

Before the remote agreement is entered into, the text of these General Conditions will be electronically provided to the Consumer in a manner such that it can be stored by the Consumer in a simple manner on a durable data carrier.

THE OFFER

The offer includes as complete and accurate a description as possible of the Products offered. The description is sufficiently detailed to enable a proper assessment by the Consumer. Obvious mistakes or obvious errors in the offer are not binding the Entrepreneur. Every offer includes information such that it is clear to the Consumer what the rights and obligations are which are associated with the acceptance of the offer.

This relates in particular to:

The price including taxes;

The costs of delivery;

The manner in which the agreement will be formed and what acts are required to his end;

Whether and in what way the goods can be returned (right of withdrawal);

The manner of payment, delivery and performance of the agreement;

The period for accepting the offer, or the period within which the Entrepreneur guarantees the price.

THE AGREEMENT

Subject to the provisions in Clause 3 the agreement will be formed at the moment the Consumer has accepted the offer and the conditions stipulated in it have been satisfied.

If the Consumer has accepted the offer electronically, the Entrepreneur will immediately confirm electronically that it has received the acceptance of the offer. For as long as the receipt of this acceptance has not been confirmed by the Entrepreneur, the Consumer can dissolve the agreement.

The Entrepreneur shall take suitable technical and organisational measures to secure the electronic transfer of data and shall take care to provide a secure web environment.

With regard to electronic payment the Entrepreneur will observe appropriate security measures to this end. The Entrepreneur can gather information, within the legal frameworks, with regard to whether the Consumer can meet his payment obligations, as well as with regard to all those facts and factors which are relevant to a sound formation of the remote agreement. If as a result of this enquiry the Entrepreneur has good reason not to enter into the agreement, he will be entitled to refuse an order or application stating the reasons or to stipulate special conditions for its performance.

Together with the Product the Entrepreneur shall send to the Consumer the following information in writing, insofar as this information has not already been provided at the formation of the agreement:

The visiting address of the establishment of the Entrepreneur to which the Consumer can turn with regard to any complaints;

The conditions under which and the manner in which the Consumer can return the Product, or a clear indication when this is not possible;

The information about warranties and service existing after the purchase;

The details included in Clause 3 of these General Conditions, unless the Entrepreneur has already provided them in writing to the Consumer before the performance of the agreement.

RETURNS

The Consumer is entitled to return the Product without stating the reasons (and therefore dissolve the agreement) for 14 (fourteen) days after receipt of the Product (cooling-off period) by the Consumer.

During the cooling-off period the Consumer must handle the Product and the packaging with due care. The Consumer shall return the Product in its original condition and as much as possible in its original packaging.

The costs of the return are the sole responsibility of the Consumer.

The Entrepreneur will repay the purchase price to the Consumer as soon as possible but not later than within 14 (fourteen) days after having received the return.

WARRANTY

The Entrepreneur warrants that the Products have the qualities which the Consumer can reasonably expect from them. The Entrepreneur provides a warranty of one year (after delivery to the Consumer) for manufacturing faults and whether manufacturing faults are involved is at the full discretion of the Entrepreneur.

PAYMENT

Insofar as not otherwise agreed, the amounts due from the Consumer must be paid within 14 (fourteen) days after commencement of

the cooling-off period as meant in Clause 5.1. Payment shall take place in the various ways indicated in the Web shop.

DISPUTES

Exclusively Dutch law applies to the agreements between the Entrepreneur and the Consumer to which these General Conditions are applicable.

Disputes between the Consumer and the Entrepreneur about the formation or performance of agreements with regard to the Products to be delivered or already delivered by the Entrepreneur will be exclusively submitted to the competent judge / court in Arnhem (The Netherlands).