

Terms & conditions www.hetterrarium.com:

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Article 1 – Definitions of the words are:

Agreement: an agreement whereby the consumer products, digital content and / or services acquired in connection with a distance contract and these goods, digital content and / or services are provided by the trader or by a third party on the basis of an arrangement between that third party and the entrepreneur;

Exchange period: The time or period in which the consumer can recall, return or exchange (part) of the order or products received.

Entrepreneur: the natural person who is acting for purposes relating to his trade, business, craft or profession;

Day: date on calendar;

Digital content: data that are produced, delivered or achieved in a digital form;

Save keeping personal information: any device - including also e-mail - that the consumer or business that enables information to him personally, store in a way that future consultation or use for a period appropriate to the purpose for which the information intended, and which allows the unchanged reproduction of the information stored;

Right of withdrawal: The possibility for the consumer to return or exchange the products or services provided;

Entrepreneur: the person who offers and keeps the products, (access) digital content and / or remote services to the consumer;

Distance contract: an agreement between the trader and the consumer is concluded in the framework of an organized system for distance selling of goods, digital content and / or services, up to and including the conclusion of the agreement exclusively or is made using one or more means of distance communication;

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Article 2 – Identity of the entrepreneur:

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Article 3 - Relevance

These general conditions apply to every offer in the shop section of the entrepreneur also acting under the name www.hetterrarium.com and any agreement reached at a distance between businesses and consumers. With the exception of those 'Terms available animals' (Article 19)

Before the contract is concluded, the text of these general conditions made available to the consumer. If this is not reasonably possible, the trader will before the contract is concluded, indicate how to see the general conditions for the entrepreneur and that they be sent free of charge as soon as possible, at the request of the consumer.

If the contract is concluded electronically away, notwithstanding the preceding paragraph and before the contract is concluded, the text of these general conditions are made electronically available to the consumer in such a way that the consumer in a simple way can be stored on a durable medium. If this is not reasonably possible, before the contract is concluded, indicated where the general conditions can be inspected electronically and that at the request of the consumer electronically or otherwise will be sent free of charge.

In the event that besides these general conditions also specific product or service conditions apply, the second and third paragraph shall apply and the consumer in case of conflicting terms always rely on the applicable provision that is most favourable to him .

Article 4 – The offer:

If an offer has a limited duration or subject to conditions, this will be explicitly stated in the offer. The offer contains a complete and accurate description of the offered products, digital content and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer.

If the contractor uses these, images are a truthful representation of the products, services and / or digital content. Obvious mistakes or errors in the offer binding on the entrepreneur. Each offer contains such information that is clear to the consumer what rights and obligations are involved in accepting the offer.

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Article 5 – The agreements:

The agreement is subject to the provisions of paragraph 4, concluded at the time of the consumer accepts the offer and meet the corresponding conditions. If the consumer has accepted the offer electronically, the trader will immediately acknowledge electronic receipt of acceptance of the offer.

Until receipt of this acceptance has not been confirmed by the operator, the consumer may rescind the contract.

If the agreement is created electronically, the trader will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the trader will take appropriate safety precautions.

The entrepreneur can within the law - inform the consumer's ability to meet its payment obligations, and of all those facts and factors that are important to a sound conclusion of the distance contract. If the operator under this investigation was justified not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.

The entrepreneur will look upon delivery of the product, service or digital content to the consumer the following information in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium, send:

- A. The address of the establishment of the business where consumers can send complaints;
- B. the conditions under which and the manner in which the right of withdrawal consumer can be exercised, or a clear statement regarding the exclusion of the right of withdrawal;
- C. information on guarantees and after sales service;
- D. the price including all taxes of the product, service or digital content; where applicable, the delivery costs; and the method of payment, delivery or performance of the contract;
- E. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite;
- F. If the consumer has a right of withdrawal and the model withdrawal form. In the event of an extended transaction is the provision in the previous paragraph applies only to the first delivery.

Article 6 - return / exchange policy

For products: The consumer may terminate an agreement regarding the purchase of a product during a period of 14 days after receiving the product without giving any reason. The operator may ask the consumer about the reason for withdrawal, but does not commit to stating his reason(s). In paragraph 1 period begins on the day after the consumer, or a pre-designated by the consumer third party other than the carrier has received the product, or:

- A. If the consumer has ordered several items in the same order: the day on which the consumer or a third party designated by him, has received the final product. The operator may, provided that he has informed the consumer here prior to the ordering process in a clear manner, refusing an order for multiple products with different delivery time.
- B. If the delivery of a product consisting of multiple lots or pieces, the day on which the consumer or a third party designated by the final shipment or the last item has been received;
- C. The contract is for regular delivery of goods during a certain period, the day on which the consumer or a third party designated by him, has received the first product.
- D. In services and digital content which is not supplied on a tangible medium: The consumer has a service contract and a contract for the supply of digital content which is not supplied on a tangible medium for at least 14 days terminate without giving reasons. The operator may ask the consumer about the reason for withdrawal, but does not commit to stating his reason(s).

The waiting period referred to in paragraph 3 shall begin on the day following the conclusion of the contract. Extended delivery period for products, services and digital content not on a tangible medium is supplied with no information about the right of withdrawal. If the trader has not provided the information required by law about the right of withdrawal and the model withdrawal form to the consumer, the withdrawal period shall expire twelve months after the end of the original period of reflection determined in accordance with the preceding paragraphs of this article. If the trader has provided the consumer information referred to in the preceding paragraph within twelve months after the effective date of the initial grace period, the grace period will expire 14 days from the day the consumer receives that information.

Article 7 - Duties of the consumer during return period

During this period the consumer will treat the product and packaging in an orderly fashion. He will only extract the product or use to the extent that is necessary in order to determine the nature, characteristics and functioning of the product. The premise here is that the consumer should only handle and inspect the product as he would be allowed to do in a shop.

The consumer shall only be liable for diminished value of the product which is the result of a way of dealing with the product beyond permitted in paragraph 1.

The consumer is not liable for diminished value of the product as the entrepreneur him not to or at the conclusion of the agreement has provided all information required by law about the right of withdrawal.

Article 8 - Exercise of the consumer during return period and cost

If the consumer exercises his right of withdrawal, he shall within the possible exchange / return period using the model withdrawal form or any other unequivocal manner to the entrepreneur. As soon as possible but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product, whether he hands it to (a representative of) the entrepreneur. This does not have offered if the trader to collect the product itself.

The consumer is back transmission period observed in any case like to return the product before the waiting period has expired.

The consumer shall send back the product with all accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

The risk and the burden of proof for the correct and timely exercise of the right of withdrawal on the consumer.

The consumer must bear the direct cost of returning the product. If the trader has not notified the consumer has to bear them or if the operator indicates to bear the costs themselves, consumers do not bear the return shipping costs. The consumer shall bear no cost for the total or partial delivery of digital content not supplied on a tangible medium where:

- A. Before he has expressly consented to its delivery at the beginning of the fulfilment of the contract before the end of the reflection period;
- B. he has not acknowledged that he loses his right of withdrawal when giving his consent; whether
- C. the trader has failed to confirm this consumer statement. If the consumer exercises his right of withdrawal, cancelled all additional agreements of law.

Artikel 9 - Duties of entrepreneur during exchange / return

If the entrepreneur notification of withdrawal by the consumer electronically allows, it sends an acknowledgment immediately upon receipt of this notification.

The trader shall reimburse all payments the consumer, including any delivery costs incurred by the operator will be charged for returned product, immediately but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the trader offers to collect the product itself, he may wait to return until he has received the product or the consumer demonstrates that he has returned the product, whichever is the earlier.

The entrepreneur uses the same means of payment used by the customer for reimbursement unless the consumer agrees to a different method. The repayment is free of charge for consumers.

If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the trader does not have to reimburse the additional costs of the more expensive method.

Article 10 - Exclusion return / exchange policy

The entrepreneur can exclude the following goods and services from the right of withdrawal, but only if the entrepreneur clearly in the offer, at least in time for the conclusion of the agreement, stated:

Goods or services whose price is dependent on fluctuations in the financial market outside the trader's control, which may occur within the withdrawal period;

Agreements concluded at a public auction / exhibition / expo. Under a public auction means a method of sale where goods, digital content and / or services offered by the trader to the consumer who is personally present;

Article 11 - Pricing

During the period mentioned in the offer prices of the products and / or services have not increased, except for price changes due to changes in VAT rates.
 Notwithstanding the preceding paragraph, the business products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no control, at variable prices. These fluctuations and the fact that any price targets, are at the offer.
 The prices include VAT mentioned in the supply of products or services.

Artikel 12 - Warranty

The operator guarantees that the products and / or services meet the contract specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also ensure that the product is suitable for other than normal use.

By the trader, its supplier, manufacturer or importer provided additional guarantee restricted never legal rights and claims that consumers can do under the contract against the trader valid where the trader has failed to fulfil its part of the agreement.

Among additional guarantee means any undertaking by the trader, its supplier, importer or producer certifying that certain rights or claims to the consumer grants beyond which it is required by law in case he failed to fulfil his part of the agreement.

Attention: Under the Dutch law **lamps** are seen as a user item. And on user items we cannot give any warranty. When you receive a lamp that does not work we will send another one. But ones the lamp is used. We can and will not give any warranty on the lamp.

Article 13 - Delivery and implementation

The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

The place of delivery is the address that the consumer has made known to the trader.

Subject to what is stated in Article 4 of these terms and conditions, the company will accepted orders expeditiously but not later than 30 days, unless a different delivery period has been agreed.

If delivery is delayed or if an order is not or only partially carried out, the consumer receives them no later than 30 days after placing the order. The consumer in this case the right to terminate the contract without penalty and be entitled to any compensation.

After dissolution in accordance with the preceding paragraph, the operator the amount paid by the consumer to repay immediately.

The risk of damage and / or loss of products rests upon the trader up to the moment of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless expressly agreed otherwise.

Article 14 - Payment

To the extent not otherwise provided in the agreement or additional terms, the amounts owed by the consumer to be paid on date or at least within 14 days after the start of the agreed period, or in the absence of an agreed period within 14 days after the conclusion of the agreement. In case of an agreement to provide a service, this period starts on the day after the consumer has received the confirmation of the agreement.

The consumer is obliged to report immediately to the trader any inaccuracies in data supplied or specified payment. If the consumer is unable to meet its payment(s) above, is that, after he was delivered by the business on the late payment and the trader, the consumer is given a period of 14 days in which to comply with its payment obligations, after non-payment within this 14-day period, the outstanding amount of the legal interest and the operator is entitled to charge the extrajudicial

collection costs incurred by him charged. These collection costs exceed 15% of outstanding amounts to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40, =.

Article 15 – Account, Personal data

Your personal account gives you access to the process of your order and order history. Also will you be able to save different delivery addresses.

- Your personal data, including email, will not be shared with other parties.
- Your account can be terminated at any time, you will not be compelled to give a reason.

Article 16 - Terms 'Library'

Please note that all the information given on this page comes from personal experience of ourselves or others complemented with basis info. www.hetterrarium.com and connected websites are in no situation reliable for any negative consequences coming forth from following any of the information found on this page. It is your own responsibility to make sure you keep your animals in a safe environment. So investigate and learn as much as possible before you decide to purchase.

Article 17 - General conditions 'Available animals'

Commitments provider: As a provider of the animals on this page carries www.hetterrarium.com make sure that the animals in question:

- In good physical condition. This means not malnourished, dehydrated and not free from excessive stress due to bad housing.
- Self-feeding and are completely independent.
- Free of harmful external parasites.
- The offering party shall provide all necessary and known information about the history of the animal.
- Purchasing party will get all the information needed to care for the animal in good health - See our Library.

Reservation: When the buyer is interested and informed. And both parties have agreed on the conditions. A animal can be reserved.

A reservation is only valid if a deposit via bank or PayPal is made of at least 20% of the purchase price. Once the deposit is received by the seller, the purchaser will receive a confirmation.

- This deposit is non-refundable when the buyer cancels the reservation. It is possible for this amount to receive another animal or product replacement. You do NOT receive a refund at the termination of the agreement.
- By not keeping appointments by the purchasing party. The seller may terminate the agreement without a refund of the deposit.
- By not keeping appointments by the selling party is the purchasing party authorized to cancel the agreement. In this case, the purchasing party will receive back the paid deposit.
- The balance will paid in advance or at least at the time of the transaction. It is not possible after delivery to pay the remaining amount of the purchase. Unless otherwise agreed upon between the provider and the consumer.

Transfer of the animals to the larger reptile expos and fairs in Europe. We are present at all events in Hamm (DE) and Houten at the Exoknaag and Slangendag (NL)

It is currently not possible to pick up animals on location because hetterrarium.com is not the owner or the animals we offer on our website. Our offer consist of animals offered by befriended trustworthy hobbyist. Upon transfer, you will receive a transfer certificate and, if necessary, appropriate CITES documents.

Payment in instalments: Sometimes on purchases over € 749, - to meet a possible payment in instalments. Which is attached to the following conditions:

- A. The reserved animal remains in the possession of the present owner until the full amount is paid.
- B. When the buyer does not hold to the agreed arrangements. hetterrarium.com is authorized to cancel the agreement. Already paid deposits cannot be credited by purchasing party. See also Article 20, paragraph 2B of our terms and conditions.

Warranty: The provider will do everything needed to keep an animal in good health, during the care, transport and delivery. As well as providing during time of purchase and afterwards to the purchasing party all the information needed to care for the animal in good health.

However, we unfortunately cannot give a guarantee on animals. Therefore, any losses, shortly after purchase are not covered by the general warranty. Of course we will do whatever we can to find a proper solution may any unfortunate situation present himself.

Article 18 - Complaints

The entrepreneur has a well-publicized complaints and deals with complaints under this procedure. Complaints about the implementation of the agreement should take place promptly after the consumer has found the defects are defined clearly and completely submitted to the operator.

When entrepreneur complaints within a period of 14 days from the date of receipt. If a complaint is a foreseeable longer processing time, is answered by the operator within the period of 14 days, confirming receipt and indicating when the consumer can expect a more detailed answer.

The consumer should at least allow the trader four weeks' time to resolve the complaint by mutual agreement. After this period, a dispute that is subject to dispute.

Article 19 - Disputes

On agreements between the entrepreneur and the consumer of these terms refer only to Dutch law.

Article 20 - Additional or different terms

Additional or of these terms and conditions, may not be to the detriment of consumers and should be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.

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