

# Terms and Conditions - v54

Chiron 4Twenty

21-09-2020

## Table of Contents:

- Article 1 - Definitions
- Article 2 - Identity
- Article 3 - Applicability
- Article 4 - Offered products
- Article 5 - The agreement
- Article 6 - Right of withdrawal
- Article 7 - Costs in case of withdrawal
- Article 8 - Exclusion of right of withdrawal
- Article 9 - The price
- Article 10 - Compliance and warranty
- Article 11 - Delivery and implementation
- Article 12 - Payments
- Article 13 - Complaints
- Article 14 - Disputes
- Article 15 - Additional or different terms

## Article 1 - Definitions

In these terms and conditions the following definition shall apply:

- Withdrawal period: the period during which the consumer can exercise his right of withdrawal;
- Consumer: the natural person, not acting in as a representative of a business, who enters into a contract with the entrepreneur;
- Day: calendar day;
- Duration transaction: a contract concerning a range of products and / or services, the supply and / or purchase of which is spread over a period of time;
- Durable medium: any means that enables the consumer or business to store information addressed to him personally in a way that future consultation and unaltered reproduction of the stored information is possible.
- Right of withdrawal: the ability for consumers to waive the contract within the reconsideration period;
- Entrepreneur Chiron Botanics SL: the natural or legal entity that supplies products and / or remote services to the consumer;
- Distance contract: an agreement in which, within the framework of an organized system developed by the entrepreneur for the selling of products and / or services at a distance, all communication concerning the agreement is conducted by means of distance communication;
- Technology for distance communication: a means that can be used to conclude a contract, without the consumer and entrepreneur having come together physically.

## Article 2 - Identity

Chiron 4Twenty is a brand under the umbrella of the Chiron Botanics SL company.

Avda. de la Aurora 3  
29002 Málaga  
Spain

NIF: B93543270  
Phone: +34 951 86 11 15  
E-mail: info@chiron420.com

## Article 3 - Applicability

These Terms and Conditions apply to every offer of Chiron Botanics SL and to any agreement reached at a distance between Chiron Botanics SL and the consumer. Before concluding a distance contract, the Terms and Conditions are made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, the consumer will be informed of where the Terms and Conditions can be found in electronic form or that they, at the request of the consumer, will be sent electronically or otherwise without charge. In the event that, in addition to these Terms and Conditions, specific product or service conditions apply, the second and third paragraphs shall apply, and in case of conflicting terms the consumer can always rely on the applicable provisions that are most favourable.

## Article 4 - Offered products

If an offer has a limited duration or subject to conditions, this will be explicitly mentioned in the offer. The offer includes a complete and accurate description of the products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If Chiron Botanics SL uses images of products, these images are a true representation of the products and / or services. Obvious mistakes or errors in the offer are not binding for Chiron Botanics SL. 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;
- how the agreement will be concluded and which actions this will require;
- whether the right of withdrawal is applicable;
- the method of payment, delivery and execution of the contract;
- the period for accepting the offer, or the period within which Chiron Botanics SL guarantees the price;
- whether the agreement after is filed after the conclusion, and if so in what way these consumer can consult this file;
- the way in which the consumer, before the conclusion of the contract, can monitor and if necessary edit his

personal details;

- any languages in which the contract can be concluded;
- the codes of conduct to which Chiron Botanics SL is subject and the manner in which the consumer can consult this code of conduct.

#### Article 5 - The agreement

The agreement is established, subject to the provisions of paragraph 4, at the time the consumer accepts the offer and meets the imposed conditions. If the consumer has accepted offer electronically, Chiron Botanics SL will immediately confirm acceptance of the offer electronically. Until receipt of this acceptance has not been confirmed by Chiron Botanics SL, the consumer may rescind the agreement.

If the agreement is created electronically, Chiron Botanics SL will take appropriate technical and organizational measures to protect the electronic transmission of data and ensure a secure web environment. If the consumer can pay electronically, Chiron Botanics SL will take appropriate safety precautions. Chiron Botanics SL can - within the boundaries set by the law - investigate whether the consumer can meet payment obligations, as well as all facts and factors that are important to a sound conclusion of the distance contract. If Chiron Botanics SL is justified, based on this investigation, not to enter into the contract, he is entitled to refuse an order or to attach special conditions. Chiron Botanics SL will supply with the product or service the following information to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

- the visiting address of the establishment of Chiron Botanics SL where the consumer can lodge complaints;
- the conditions and the manner in which the consumer may exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- information on guarantees and after-sales service;

The information listed in Article 4 paragraph 3 of these Terms and Conditions, unless Chiron Botanics SL already provided this information to the consumer prior to the execution of the agreement;

#### Article 6 - Right of withdrawal

When purchasing products, the consumer can cancel the contract without giving any reason within 14 days. This period commences on the day following receipt of the product by the consumer or a representative which was previously designated by the consumer and announced to Chiron Botanics SL. During the period the consumer will treat the product and packaging with care. He will only unpack or use the product as necessary to assess whether he would prefer to keep it. If he exercises his right of withdrawal, he will return the product with all accessories and in their original condition and packaging to Chiron Botanics SL in conformity with the instructions provided by Chiron Botanics SL.

#### Article 7 - Costs in case of withdrawal

If the consumer exercises his right of withdrawal, Cost for sending back and the shipping cost is for the consumer (except if it was the mistake of Chiron Botanics SL). If the consumer has paid an amount, Chiron Botanics SL will refund this amount as soon as possible but no later than 30 days after the return or cancellation.

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

Chiron Botanics SL can exclude a consumer from the right of withdrawal to the extent provided in article 2 and 3. The exclusion of the right of withdrawal applies only if Chiron Botanics SL has stated this clearly in the offer, at least in time for the conclusion of the contract. Exclusion of the right of withdrawal is only possible for products:

- that have been produced or modified by Chiron Botanics SL in accordance to the specifications of the consumer;
- that are clearly personal in nature;
- which by their nature cannot be returned;
- that rapidly decay or become obsolete;
- whose price depends on fluctuations in the financial market outside Chiron Botanics SL's control;
- for individual newspapers and magazines;
- for audio and video recordings and computer software of which the consumer has broken the seal.

#### Article 9 - The price

During the period mentioned in the offer prices of the products and / or services will not be increased, except for price changes resulting from changes in VAT rates. Notwithstanding the preceding paragraph, Chiron Botanics SL can offer products or services whose prices are subject to fluctuations in the financial market over which Chiron Botanics SL has no influence, with variable prices. These fluctuations and the fact that the price may be influenced by them, are stated in the offer. The listed prices include VAT.

#### Article 10 - Compliance and Warranty

Chiron Botanics SL guarantees that the products and / or services meet the contract, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and existing legal provisions and / or government regulations on the date of the conclusion of the contract. If agreed upon before the contract is concluded, Chiron Botanics SL also ensure that the product is suitable for other than normal use. Any warranty provided by Chiron Botanics SL, manufacturer or importer does not affect the statutory rights and claims that the consumer under the contract may assert against Chiron Botanics SL.

#### Article 11 - Delivery and implementation

Chiron Botanics SL will exercise the greatest possible care in receiving and in the execution of orders. The place of delivery is the address that the consumer has made known to the company. Subject to what is stated in Article 4 of these Terms and Conditions, Chiron Botanics SL will execute any accepted orders with due speed, but within at the most 30 days, unless a longer delivery has previously been agreed upon. If the delivery is delayed, or if an order is not or only partially carried out, the consumer will be notified of this not later than 30 days after the order was placed. In this case the consumer has the right to cancel the contract without penalty and be entitled to

compensation. In case of dissolution in accordance with the preceding paragraph, Chiron Botanics SL will refund the amount that consumer has paid as soon as possible but no later than 30 days after dissolution. If delivery of an ordered product proves impossible, Chiron Botanics SL will endeavor to provide a replacement product. Before delivery the consumer will be informed in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of any returns will be borne by Chiron Botanics SL. The risk of damage and / or loss of products rests upon Chiron Botanics SL up to the moment of delivery to the consumer or a representative of the consumer which was pre-designated and announced to Chiron Botanics SL previously, unless otherwise expressly agreed.

#### Article 12 - Payments

Unless otherwise agreed, owed payments by the consumer need to be paid within 14 days of the start of the period referred to in Article 6 paragraph 1. If a prepayment is agreed upon, the consumer may not assert any rights regarding the execution of the order or service(s), before this advance payment has been made. The consumer has the duty to report any inaccuracies in the supplied payment details to the entrepreneur immediately. In case of default by the consumer, Chiron Botanics SL, subject to legal restrictions, has the right to charge the customer for all reasonable costs that were communicated to the consumer in advance.

#### Article 13 - Complaints

Chiron Botanics SL has a well-publicized complaints procedure and resolves any complaints under this procedure. Complaints about the execution of the agreement should take be submitted to Chiron Botanics SL promptly, fully and clearly described, after the consumer has discovered the defects. Complaints submitted to Chiron Botanics SL will be answered within a period of 14 days from the date of receipt. If a complaint takes a foreseeable longer processing time, then Chiron Botanics SL will respond within the period of 14 days with a message confirming receipt and indicating when the consumer can expect a more detailed answer. If the complaint cannot be resolved by mutual agreement this creates a dispute that is subject to the dispute procedure outlined below.

#### Article 14 - Disputes

On agreements between Chiron Botanics SL and the consumer on which these general Terms and Conditions are applicable, only Spanish law applies.

#### Article 15 - Additional or different terms

Additional provisions or provisions which differ from these Terms and Conditions must not disadvantage the consumer and must be recorded in writing or in such a way that they are available to the consumer in an accessible manner and can be stored on a durable medium.