

# Terms and Conditions - v3

CBDsativa

18-02-2018

Terms and Conditions:

## Article 1. Applicability

- 1.1 All Dr.Greenlove (CBD Sativa) offers, orders and agreements are subject to these Terms and Conditions.
- 1.2 Accepting an offer or making an order means that you accept the applicability of these Terms.
- 1.3 The provisions of these Terms and Conditions may be waived only in writing, in which case the remaining provisions will remain in force.
- 1.4 All rights and claims as stipulated in these Terms and Conditions and any further agreements for the benefit of Dr.Greenlove shall be deemed equally applicable to intermediaries and other third parties connected by Dr.Greenlove.

## Article 2. Offers / Agreements

- 2.1 All offers of Dr.Greenlove are non-binding and Dr.Greenlove explicitly reserves the right to change prices, especially when required by law (legal). See also article 3.6.
- 2.2 An agreement will only come into effect after acceptance of your order by Dr.Greenlove. Dr.Greenlove is entitled to refuse orders or to impose certain terms on delivery, unless expressly stated otherwise. If an order is not accepted, company name will inform you within 10 (10) business days of receipt of the order.

## Article 3. Prices and payments

- 3.1 The prices quoted for the products and services offered are in Euro, including VAT and excluding handling and shipping costs, any taxes or other charges, unless stated otherwise or agreed in writing.
- 3.2 Payment must be made in advance.
- 3.3 If you are in default of any payment, company name is entitled to suspend or terminate the relevant agreement and related agreements.
- 3.4 If the prices for the products and services offered increase during the period between the order and its execution, you are entitled to cancel the order or to terminate the agreement within ten (10) days after notification of the price increase by Dr.Greenlove.

## Article 4. Delivery

- 4.1 The delivery times specified by Dr.Greenlove are only indicative. Exceeding any delivery period gives you no right to compensation or the right to terminate your order or to terminate the agreement unless the delivery period is exceeded so that you may not reasonably be required to enter into the agreement. In that case, you are entitled to cancel the order or to dissolve the agreement if necessary.
- 4.2 The delivery of the products takes place at the place and time when the products are ready for shipment to you.

## Article 5. Retention of title

- 5.1 The ownership of delivered products will not be over until you have fulfilled all the obligations you owe to Dr.Greenlove under any agreement. The risk with regard to the products is already transferred to you at the time of delivery.

## Article 6. Intellectual and industrial property rights

- 6.1 You must fully and unconditionally respect all intellectual and industrial property rights that rest on the products delivered by Dr.Greenlove.
- 6.2 Company Name does not warrant that the products you provide do not infringe any (non-written) intellectual and / or industrial property rights of third parties.

## Article 7. Advertising and Liability

- 7.1 You are obliged to check upon delivery whether the products comply with the agreement. If this is not the case, you should notify Dr.Greenlove in writing as soon as possible and in any event within seven (7) working days after the delivery, at least after finding reasonably possible, in writing / email and motivated.
- 7.2 If it has been shown that the products do not conform to the agreement, Dr.Greenlove has the choice to replace the products concerned with the return of them by re-establishing new products or reimbursing the invoice value.
- 7.3 If you do not wish to withdraw a product for any reason, you have the right to return the product within seven (8) working days after delivery to Dr.Greenlove. Returns will only be accepted in this case if the packaging of the product is undamaged, as well as the costs for return shipments.

## Article 8. Warranty

- 8.1 If Dr.Greenlove delivers products to the customer, Dr.Greenlove is never held a further guarantee against the customer than to which Dr.Greenlove can claim its supplier. Warranty period will always be clearly stated on the invoice. Claims due to appearance-perceived defects must be submitted in writing by the client in accordance with the terms of the contract, but no later than 7 (seven) days after receipt of the goods. For Consumers, a period of 30

(thirty) days applies. Claims received by Dr.Greenlove after the expiration of this term need not be considered by Dr.Greenlove.

#### Article 9. Orders / communication

9.1 For misunderstandings, mutilations, delays or improper delivery of orders and communications resulting from the use of the Internet or any other means of communication in the traffic between you and Dr.Greenlove, or between Dr.Greenlove and third parties, insofar as they relate to The relationship between you and Dr.Greenlove, Dr.Greenlove is not liable unless and in so far as Dr.Greenlove's intent or gross negligence may arise.

#### Article 10. Force majeure

10.1 Without prejudice to the remaining rights arising from it, Dr.Greenlove shall, in case of force majeure, have the right to suspend the execution of your order, or to terminate the agreement without judicial intervention, by writing to you in writing Sharing and without Dr.Greenlove being held liable for any damages, unless in the circumstances it would be unacceptable to standards of reasonableness and fairness.

10.2 Force majeure is understood as any defect which can not be attributed to Dr.Greenlove because it is not due to her fault and does not come into force under law, legal act or traffic.

#### Article 11. Miscellaneous

11.1 If you give Dr.Greenlove a written statement of an address, company name is entitled to send all orders to that address unless you provide DrGreenlove with a written notice of another address to which your orders should be sent.

11.2 If, for a short or longer period of time, Dr.Greenlove is granted discretionary deviations from these Terms, do not allow her to claim immediate and strict compliance with these Terms. You can never make any right due to the fact that Dr.Greenlove applies these Terms smoothly.

1.3 If 1 or more of the terms of these Terms or any other agreement with Dr.Greenlove are in conflict with any applicable legal provision, the relevant provision will expire and will be replaced by a new Lawful comparable provision.

11.4 Dr.Greenlove is authorized to use third parties in the execution of your order (s).

#### Article 12. Applicable law and competent court

12.1 All Dutch law applies to all rights, obligations, offers, orders and agreements to which these Terms and Conditions apply and to these Terms.

12.2 All disputes between parties will be submitted exclusively to the competent court in the Netherlands.