

# Terms and Conditions - v3

plantgoedproject

10-11-2020

## Terms and conditions

### Article 1 | Definitions

The following definitions apply in these terms and conditions:

1. Withdrawal period: the period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Transaction duration: a distance agreement with regard to a series of products and / or services, the delivery and / or purchase obligation of which is spread over time;
5. Sustainable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information;
6. Right of withdrawal: the possibility for the consumer to cancel the distance agreement within the cooling-off period;
7. Entrepreneur: the natural or legal person who offers products and / or services to consumers at a distance;
8. Distance agreement: an agreement whereby, in the context of a system for distance selling of products and / or services organized by the entrepreneur, until the conclusion of the agreement use is made exclusively of one or more techniques for communication distance;
9. Technology for distance communication: means that can be used to conclude an agreement, without the consumer and trader being in the same place at the same time.

### Article 2 | Identity of the entrepreneur

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Chamber of Commerce number: 74638254

VAT identification number: NL001868602B30

### Article 3 | Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance agreement is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the consumer's request.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it is consumer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be read electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and in the event of conflicting general terms and conditions, the consumer can always invoke the applicable provision which, for him, most beneficial.

### Article 4 - The offer

1. If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.
  - This concerns in particular:
  - the price including taxes;
  - the possible costs of delivery;
  - the manner in which the agreement will be concluded and which actions are required for this;
  - whether or not the right of withdrawal is applicable;
  - the method of payment, delivery and implementation of the agreement;
  - the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
  - the level of the rate for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
  - whether the agreement will be archived after its conclusion, and if so, how this can be accessed by the consumer;
  - the way in which the consumer, before concluding the agreement, can check the data provided by him in the context of the agreement and, if desired, restore it;
  - any other languages in which, in addition to Dutch, the agreement can be concluded;
  - the codes of conduct to which the entrepreneur is subject and the way in which the consumer can consult these codes of conduct electronically; and
  - the minimum duration of the distance agreement in the event of an extended transaction.

### Article 5 | The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the entrepreneur has not confirmed receipt of this acceptance, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can – within the law – inform himself if the consumer can meet his payment obligations, as well as of all those facts and factors that are important for a sound conclusion of the distance agreement. If on the basis of this investigation the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.
5. The entrepreneur will send the following information with the product or service 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 the entrepreneur where the consumer can go with complaints;
  - the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - the information about guarantees and existing service after purchase;
  - the information included in article 4 paragraph 3 of these terms and conditions, unless the trader has already provided this information to the consumer prior to the execution of the agreement;
  - the requirements for canceling the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of an extended transaction, the provision in the previous paragraph applies only to the first delivery.

#### Article 6 | Right of withdrawal

1. When purchasing products, the consumer has the option of dissolving the contract within 14 days without giving any reason. This cooling-off period starts on the day following receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.
2. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and – if reasonably possible – in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

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

1. If the consumer makes use of his right of withdrawal, the costs of the return shipment will be borne at most.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after the return or cancellation.

#### Article 8 | Exclusion of the right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal to the extent provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
  - that were established by the entrepreneur in accordance with the consumer's specifications;
  - that are clearly personal in nature;
  - that cannot be returned due to their nature;
  - that can age quickly;
  - whose price depends on fluctuations in the financial market over which the entrepreneur has no influence;Exclusion of the right of withdrawal is only possible for services:
  - the delivery of which started with the express consent of the consumer before the cooling-off period has expired;

#### Article 9 | The price

1. During the validity period stated in the offer, the prices of the products and / or services offered are not increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services with variable prices that are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
  - they are the result of statutory regulations or provisions; or
  - the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the range of products or services include VAT.

#### Article 10 | Conformity and Warranty

1. The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions existing on the date of the conclusion of the agreement provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the agreement.

#### Article 11 | Delivery and implementation

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Taking into account that which is stated in article 4 of these general terms and conditions, the company will execute accepted orders with due speed, though at the latest within 30 days, unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without costs and is entitled to any compensation.
4. In the event of termination in accordance with the previous paragraph, the trader will refund the amount paid by the consumer as soon as possible, but no later than 30 days after termination.
5. If delivery of an ordered product appears to be impossible, the entrepreneur will endeavor to make a replacement item available. At the latest at the time of delivery, it will be stated 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 a possible return shipment are at the expense of the entrepreneur.
6. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless explicitly agreed otherwise.

#### Article 12 | Payment

1. The consumer has the duty to immediately report inaccuracies in payment data provided or stated to the entrepreneur.
2. In the event of a default on the part of the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the consumer reasonable costs incurred in advance.

#### Article 13 | Complaints

1. The entrepreneur has a well-publicized complaints and deals with complaints under this procedure.
2. Complaints about the implementation of the agreement must be submitted promptly, fully and clearly described to the entrepreneur, after the consumer has found the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within a period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved in mutual consultation, a dispute arises that is subject to the dispute settlement procedure.

#### Article 14 | Disputes

1. Dutch law applies exclusively to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

#### Article 15 | Copyright

Unless stated otherwise copyright belongs to Plantgoed. Even handcrafted items are designed and handmade by Plantgoed.

Artikel 16 | Safety Because some products contain small and/or sharp parts Plantgoed products are not suitable for small children. Plantgoed cannot be hold accountable for accidents and injuries using her products.