

General Terms and Conditions

By placing an order you automatically agree to our terms and conditions.
Orders are placed under preconditions that prices may change and as long as stock lasts.
We will inform you should a product, for whatever reason, not be in stock.

Art.1- Definitions

1. **Consumer:** the natural person that does not deal or practice his/her occupation or company and makes an agreement from a distance with the entrepreneur;
2. **Day:** Calendar day;
3. **Sustainable Storage Medium:** any means that enables the consumer or entrepreneur that receives information that is personally addressed to him/her and store this information for future reference or reproduction.
4. **Entrepreneur:** the natural person or legal entity that offers products and/or services to consumers from a distance;
5. **Agreement from a distance:** an agreement in which the perimeter is organised by the entrepreneur, to sell products and/or services up to finalising an agreement, only uses one or more techniques for communication at a distance;
6. **Technique for communication at a distance:** means that can be used to finalise an agreement, without the need for the consumer and entrepreneur being at the same location together.
7. **General Conditions:** in accordance with General Conditions of the entrepreneur.
8. **Reflection period:** the time within which the consumer can use its Rights of Withdrawal;
9. **Rights of Withdrawal:** the possibility for the consumer to withdraw from the agreement made at a distance within the Reflection Period.

Art.2- Identity of the Entrepreneur

Yolife Health&Beauty (Tradename of IDM Services BV)

Postal address: Postbox 534, 1440 AM Purmerend

Telephone number: +31 85 4011 877 – weekdays from 09.30 – 17.00

Email address: info@yolifehealth.eu

Chamber of Commerce number: 55407285

Tax ID number: NL851694524B01

Art.3- Applicability

1. These General Terms and Conditions are applicable on every offer from the entrepreneur and on every agreement made at a distance and orders between entrepreneur and consumer.
2. Before the agreement is made at distance these terms and conditions will be shown to the consumer,. If for any reason this is not possible, it will be conveyed by the entrepreneur that terms and conditions are with the entrepreneur and can be seen and sent as soon as possible at the consumers request.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that consumer can simply store on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.

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 that applies to him/her as most favorable.
5. If at any time one or more provisions in these general terms and conditions are wholly or partially void or destroyed, the remainder of the agreement and these terms and conditions will remain in force and the relevant provision will be replaced by a provision in mutual consultation without delay and approach the tenor of the original as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be explained 'in the spirit' of these terms and conditions.

Art.4-The offer

1. If an offer made is of limited duration and has been made under the terms of agreement, this will be stated in the offer.
2. The offer is without obligation. The entrepreneur has the right to change and accommodate.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficient enough to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, then these should be a true representation of the products and/or services offered. Obvious mistakes or apparant errors in the offer are not binding on the entrepreneur.
4. All images, specifications in the offer are indicative and cannot be the consequence of compensation for dissolution of the agreement.
5. Images accompanying products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.
6. 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 especially concerns the:
 - o the price including taxes;
 - o any shipping costs;
 - o whether or not the right of withdrawal applies;
 - o the method of payment, delivery and execution of the agreement;
- the term for acceptance of the offer, or the term within which the entrepreneur guarantees the price;
- whether the agreement will be archived after it has been concluded, and if so, how it can be consulted by the consumer;
- the way in which the consumer, before concluding the agreement, can check and, if desired, correct the data provided by him in the context of the agreement;
- 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;

Art.5- The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer in compliance with the associated conditions.
2. If the consumer is paying electronically, the entrepreneur will take appropriate security measures.
3. The entrepreneur can – within legal frameworks – inform himself whether the consumer can meet his payment obligations, as well as with regard all those facts and factors that

are important for a responsible conclusion of the distance contract. 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 execution.

4. The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
5. The visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
6. The conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
7. The information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
8. Every agreement is entered into under the suspensory conditions of sufficient availability of the products concerned.

Art.6- The Price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. The prices stated in the offer of products or services include VAT.
3. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typing errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Art.7- Conformity

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 and/or government regulations on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. The products must be returned in the original packaging and in new condition.

Art.8- Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days.
2. The consumer has the obligation to immediately report inaccuracies in the payment details provided or stated to the entrepreneur.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Art.9- Right of Withdrawal

1. When purchasing products, the consumer has the option to dissolve the agreement without stating reasons for a period of 14 days. This reflection period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.
2. During the reflection 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 makes use of 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.

3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days of receipt of the product. The consumer must make this known by email to info@yolifehealth.eu. After the consumer has indicated that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned in time, i.e. by means of proof of shipment.
4. If the customer has not indicated that he wishes to make use of his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

Art.10- Obligations of the consumer during the reflection period

1. During the reflection 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 determine the nature, characteristics and functioning of the product. Its starting point is that the consumer may only handle and inspect the product as they would in a store.
2. The consumer is only liable for depreciation of the product that is a direct result of a way of working with the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for the depreciation of the product if the entrepreneur has not provided him with all the mandatory information about the right of withdrawal before the conclusion of the agreement.

Art.11- Costs in case of Right of Withdrawal

1. If the consumer makes use of his right of withdrawal, at most the costs of return will be for his/her account.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after withdrawal. This is subject to the condition that the product has already been received back by the web retailer or conclusive proof of complete return can be submitted. Repayment will be made via the same payment method used by the consumer, unless the consumer expressly gives permission for another payment method.
3. In the event of damage to the product due to careless handling by the consumer, the consumer is liable for any loss in value of the product.
4. The consumer cannot be held liable for depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before concluding the purchase agreement.

Art.12- Exclusion of Right of Withdrawal

1. Sealed products that are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken;
2. Products that are irrevocably mixed with other products on a delivery;

Article 13 – Complaints procedure

1. The company has a sufficiently submitted complaints procedure and handles according to the complaints procedure.
2. Complaints about the implementation of the agreement must be clearly noted and submitted to the entrepreneur within 7 days, after the consumer finds the defects.
3. Complaints submitted to the entrepreneur will be processed Within the period of 14 days calculated from the date of receipt. If a complaint requires a foreseeable processing time, the entrepreneur will answer within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to the dispute settlement procedure.
5. In the event of complaints that cannot be resolved in mutual consultation, the consumer must contact Stichting WebwinkelKeur (webwinkelkeur.nl), which will provide free resources. Check whether this webshop has an ongoing membership via <https://www.webwinkelkeur.nl/leden/>. If a solution is still found, the consumer has the option of having his/her complaint handled by the independent disputes committee appointed by the Stichting WebwinkelKeur, the decision is binding and both consumer and entrepreneurs must agree to these binding notices. There are costs associated with submitting a dispute to this disputes committee that must be paid to the relevant committee. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the entrepreneur's obligations, unless stated otherwise in writing.
7. If a complaint is justified by the entrepreneur, the entrepreneur will replace or repair the delivered products at its discretion.

Art.14- Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

Art.15- Additional or different provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.