

Terms and Conditions Vosse Rare Plants

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Article 1 - Definitions

In these General Terms & Conditions the following definitions are applicable:

1. **Consideration time:** the term during which the consumer can execute the right of withdrawal;
2. **Consumer:** the natural person not dealing on behalf of a company or profession and who comes to a distance agreement with the entrepreneur;
3. **Day:** calendar day;
4. **A length transaction:** a distance agreement related to a series of products and services of which the delivery obligation and the purchasing are spread over a period of time;
5. **Durable Medium:** any instrument, which enables the recipient or the entrepreneur to store information, addressed personally to them in a way accessible to future reference for a period of time adequate to the purpose of the information and which allows the unchanged reproduction of the information stored;
6. **Right of Withdrawal:** the possibility for the consumer to terminate the distance agreement within the consideration term;
7. **Entrepreneur:** the natural person or corporation who offers distance products to consumers;
8. **Distance Agreement:** an agreement based on a corporate organized system of distance sales of products and services including the closing of an agreement using one or more techniques of distant communication;
9. **Technique of distant Communication:** a means that can be used to close an agreement without the consumer and the entrepreneur have gathered together in the same place and at the same time.

Article 2 - Corporate identity/Entrepreneur

Vosse Rare Plants

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Article 3 - Relevance

1. These General Terms & Conditions apply to any offer of the entrepreneur and to every finalised distance agreement between entrepreneur and consumer.

1. Before the distance agreement is concluded, the text of the General Terms & Conditions is being made available to the consumer. If this is reasonably not possible that before the distance agreement is concluded, it will be indicated that the General Terms & Conditions can be seen at the entrepreneur and on request of the consumer these General Terms & Conditions shall be sent to the consumer as soon as possible without extra costs.
2. If the distance agreement is concluded electronically, notwithstanding the previous article and before the distance agreement is concluded, the text of the General Terms & Conditions can be made available electronically to the consumer in such a way that the text can be saved in a simple way on a durable medium. If this is reasonably not possible that before the distance agreement is concluded it will be indicated where the consumer can find the General Terms & Conditions electronically and that these Terms & Conditions at the consumer's request will be sent electronically or otherwise to the consumer without extra cost.

Electronic version General Terms & Conditions

4. For the case that besides these General Terms & Conditions, specific product and service conditions are also applicable, the second and third article are mutatis and in case of conflicting Terms & Conditions the consumer can appeal on the relevant Terms & Conditions which are the most favourable for the consumer.

Article 4 - Offer

1. If an offer has a limited validity or has other specifications, this will be emphatically mentioned.
2. The offer contains a complete and accurate description of the offered products and services. The description is sufficiently detailed to enable a proper consumer's assessment of the products/services. The images used by the entrepreneur are true representations of the products and services. Obvious mistakes and errors do not bind the entrepreneur.
3. Each offer contains such information that it is clear for the consumer which rights and obligations are related to the offer when it is accepted by the consumer. This concerns in particular:
 - price inclusive taxes;
 - possible costs of delivery;
 - the manner in which the agreement has been concluded and the necessary signatures;
 - whether to apply the right of withdrawal;

- the method of payment, delivery and performance of the contract;
- the deadline 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 for the usage of the technology for distance communication are calculated on another ground than the regular fare for communication;
- if the agreement after the conclusion is archived and if so how to consult it for the consumer;
- the manner in which the consumer, before concluding the agreement, can check and if necessary also restore the information provided by him under the agreement;
- any other languages, including Dutch, for the agreement;
- the codes of conduct to which the entrepreneur is subject and the manner in which the consumer can consult electronically the codes of conduct; and
- the minimum duration of the distance agreement in the event of a length transaction.

Article 5 - The Agreement

1. The agreement is finalised, subject to the provisions in paragraph 4, at the moment the consumer accepts the offer and meets the conditions.
2. If the consumer has accepted electronically the offer, the entrepreneur immediately confirms electronically that he has received the acceptance of the offer. As long as the entrepreneur has not confirmed the acceptance, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organisational measures to protect the electronic data transfer and that he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe the necessary security measures.
4. The entrepreneur can notify or check, within the legal framework, if the consumer can meet the payment obligations, and also check all important facts and factors which are needed to finalise a sound distance agreement. If the entrepreneur based on research, has good reasons not to conclude the agreement then he is entitled to motivate and to refuse an order/ request or he can connect special conditions to the execution of the offer.
5. The entrepreneur shall send the following information with the products or services, written or in such a manner that the consumer can store in an accessible way the data on a durable medium:
 - The address of the company for the consumer to file complaints;
 - The conditions and the way how the consumer can execute the right of withdrawal and a clear indication related to the exclusion of the right of withdrawal;
 - Information about after sales guarantees and services;
 - Article 4 paragraph 3 unless the entrepreneur has already sent this information before the execution of the agreement;

- The requirements for termination of the agreement if the agreement has a duration of one year or more or of if it has an indefinite duration..
- 6. In case of a length transaction the previous clause e. is only applicable for the first delivery.
- 7. Each agreement is entered into in the understanding that sufficient availability of the product(s) exists.

Article 6 – Right of withdrawal

1. We do not offer a right of withdrawal with the purchase of plants, as we cannot check or verify in what situation/condition the plant is kept after arrival with the consumer and the shelf life of the plant is dependant on said situation/condition.
2. When purchasing any other products, the consumer has the option to disband the agreement without giving any reason during the next 14 days after having recieved the product. This cooling off period commences 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.
3. During the cool off period, the consumer will handle the product and packaging with care. The consumer will only unpack or use the product to the extent necessary to assess whether he/she wishes to keep the product. If the consumer makes use of his right of withdrawal, he/she will return the product with all accessories 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.
4. If the consumer wishes to exercise his right of withdrawal and return the goods for a full refund the vendor must be informed within 14 days of receipt of the product. After the consumer has informed the vendor in writing of the cancellation, the customer must return the product(s) within 14 days of receipt. The consumer must prove that the goods are returned within the specified time-frame, for example by means of proof of shipment.
5. If the customer does not exercise the right of withdrawal, and the product has not been returned to the vendor, in accordance with paragraphs 2 & 3 above, the transaction is considered final.

DELIVERANCE OF SERVICES

6. After the deliverance of services the consumer has the possibility to disband the agreement without giving reasons during at least 14 days, commencing on the day of the entering into the agreement.
7. In order to execute the right of withdrawal, the consumer must abide by the reasonable and clear instructions provided by the entrepreneur at the offer or finally at the deliverance of the service.
8. In case of orders that require a Phytosanitary certificate, the inspection application costs bound to said certification are non refundable, even in the event of order cancellation.

Article 7 - Withdrawal Costs

1. If the consumer executes the right of withdrawal, he will have to pay no more than the costs of returning the product.
2. If the consumer has made a payment, the entrepreneur shall pay back this amount as soon as possible but no later than within 14 days after the repeal or after the return shipment.

Article 8 - Exclusion Right of Withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer for as far as foreseen in paragraph 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly mentioned this at least in time before the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for the following products:
 - Which are established by the entrepreneur according to specifications of the consumer;
 - That they are clearly personal in nature;
 - Which cannot be returned because of their nature;
 - That can spoil or age quickly;
 - Whose price is bound to fluctuation on the financial market which the entrepreneur has no influence;
 - Individual newspapers and magazines;
 - For audio and video recordings and computer software of which the consumer has broken the seal; and
 - For digital products downloaded after purchase. When a digital product is part of a physical product and has been downloaded, the price of the digital product will be deducted from the total price.
3. Exclusion of the right of withdrawal is only possible for the following services:
 - Concerning lodging, transport, restaurants or to spend leisure on a certain date or during a certain period;
 - Whose delivery has begun with the express consent of the consumer before the consideration period has expired;
 - Concerning betting and lotteries.

Article 9 - Pricing

1. During the validity period mentioned in the offer, the prices of the offered products and services shall not be raised save for price changes due to changing VAT rates.
2. Notwithstanding the previous paragraph the entrepreneur can offer products and services with variable prices when these prices are subject to fluctuations on the financial market and where the entrepreneur has no influence. This bondage to fluctuations and the fact that the mentioned prices are target prices will be mentioned with the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted only if they are the result of legal regulations or provisions.

4. Price increases from 3 months after the conclusion of the agreement only if the entrepreneur has stipulated this and:
 - These are the result of legal regulations or provisions; or
 - The consumer has the competence to terminate the agreement from the day the price increase takes effect.
5. The in the offer mentioned prices include VAT.

Article 10 - Conformity and Guarantees

1. The entrepreneur ensures that the products and services measure up to the agreement, ensures the in the offer mentioned specifications, ensures reasonable requirements, soundness and or usefulness and ensures on the date of the establishment the existing legal provisions and/or government regulations. If agreed the entrepreneur also ensures that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does nothing to alter the rights and claims, which the consumer under the agreement can put forward against the entrepreneur.
3. Any defects or faulty goods must be reported to the entrepreneur in writing within 3 days of delivery. The returned goods must be in original packaging and in a new condition.
4. The vendors guarantee is consistent with the manufacturer's warranty period. The vendor, however, is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
 - The consumer has repaired and/or processed the products supplied himself or by a third party;
 - The products supplied are exposed to abnormal conditions, careless handling or handling contrary to the instructions of the vendor and/or on the packaging;
 - Where defective in whole or in part as a result of regulations that the government has made or will make regarding the nature or quality of the materials used.

Article 11 - Delivery and Execution

1. The entrepreneur shall observe in utmost care the reception and execution of orders of products and when assessing applications for services.
2. The address that has been made known by the consumer to the entrepreneur is considered to be the delivery place.
3. Taking into account what is stated in article 4 of the General Terms & Conditions , the entrepreneur shall execute the accepted orders expeditiously but not later than within 30 days unless a longer period has been agreed. If the delivery is delayed or if a delivery cannot or partially be executed, the consumer is notified about this no later than 30 days after he placed the order. In that case the consumer has the right to terminate the agreement without any further cost and he is entitled to compensation.

4. In the event of termination in accordance with the previous paragraph the entrepreneur shall pay back the amount that the consumer has paid as soon as possible but no later than 30 days after the termination.
5. If the delivery of an ordered product appears to be impossible, the entrepreneur shall strive to make available a replacement product. At least before the delivery it will be mentioned in a clear and understandable manner that a replacement product will be delivered. The right of withdrawal cannot be ruled out with regard to replacement products. The costs of a possible return shipment come at the expense of the entrepreneur.
6. The risk of damage and/or loss of products rest with the entrepreneur until the moment of delivery at the consumer or a pre-designated and an announced representative to the entrepreneur, unless otherwise expressly agreed. If you receive a damaged product, you should report this by email within three days. You can send this email to: vosserareplants@gmail.com

Article 12 - Length Transactions: duration, termination and extention

TERMINATE

1. The consumer can terminate at any time an agreement which has been entered for an indefinite period and which extends to regular delivery of products (electricity included) and services respecting the applicable termination rules of a notice of not more than one month.
2. The consumer can terminate at any time an agreement entered for a definite period and which extends to regular delivery of products (electricity included) or service at the end of the definite period respecting the applicable termination rules of a notice of not more than one month.
3. The consumer can in the agreements in the previous mentioned paragraph:
 - at all times terminate with no restrictions to terminate at a certain time or during a certain period;
 - at least terminate in the same manner as they are entered into by him;
 - at all times terminate with the same notice as the entrepreneur has obtained for himself.

EXTENSION

4. An agreement, which has been entered for a definite time and which extends to a regular delivery of products (including electricity) or services may not automatically be extended or renewed for a fixed duration.
5. Notwithstanding the previous paragraph an agreement which has been entered for a definite time and which extends to a regular delivery of daily newspapers, weeklies and magazines may be extended automatically for a specified duration of three months. If the consumer can terminate this extended agreement at the end of the extension period with a notice of one month.
6. An agreement which has been entered for a definite time and which extends to a regular delivery of products and services, may only be automatically extended for an indefinite period if the consumer at any time terminate with a notice period of no more

than one month and a notice period of no more than three months if the in case the agreement extends to a regular delivery, but less than one time per month, of daily newspapers, weeklies and magazines.

7. An agreement, which has been entered for, a definite time and which extends to a regular delivery of daily newspapers, weeklies and magazines (trial and introductory subscription) will not be automatically be extended and terminates automatically at the end of the trial or introductory period.

DURATION

8. If an agreement has a duration period of more than one year, the consumer may after one year terminate at any time with a notice period of not more than one month unless reasonableness and fairness are opposed against termination before the end of the agreed duration.

Article 13 - Payments

1. Unless otherwise agreed, the amounts due have to be met by the consumer within 7 days after entering the cooling off period referred to article 6, paragraph 1. In case of an agreement to provide a service the cooling off period starts after the consumer has received the confirmation of the agreement.
2. When selling products to consumers, a prepayment of more than 50% must never be stipulated in the general terms and conditions. When a prepayment has been stipulated the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated payment has been made.
3. The consumer has the duty to notify the entrepreneur about inaccuracies in the payment details.
4. In case of default by the consumer the entrepreneur has, subject to legal restrictions, the right to charge the reasonable costs, which are made, known to the consumer in advance.

Article 14 - Complaints

1. The entrepreneur features a sufficiently publicised complaints procedure and handles the complaint according to this complaints procedure.
2. Complaints about the execution of the agreement must be described fully and clearly within reasonable time submitted to the entrepreneur after the consumer has observed the defects.
3. The complaints submitted to the entrepreneur will be answered within a period of 14 days from the day of receipt. If a complaint has a foreseeable longer processing time, the entrepreneur will answer within 14 days an acknowledgement and an indication when the consumer will receive a more detailed answer.
4. If a complaint cannot be resolved by mutual agreement then there is a dispute that is subject to the dispute settlement.

Article 15 - Disputes

Dutch law exclusively applies to agreements between entrepreneur and consumer whereupon these General Terms & Conditions are related to.

Article 16 - Additional and Different Provisions

Additional or different provisions compared to the General Terms & Conditions may not be to the prejudice of the consumer and should be recorded in writing in such a manner that the consumer can save these in an accessible way on a durable medium.