

Terms and Conditions Vivasan Webshop

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Article 1 - Definitions

The terms used in these general terms and conditions are defined as follows:

1. **Cooling - off period:** the period which the consumer can make use of his right of withdrawal;
2. **Consumer:** the natural person not acting in the course of a profession or business and enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** a distance contract concerning with a series of products and / or services, whose supply and / or purchase is spread in time;
5. **Durable medium:** any storage device that allows the consumer or the entrepreneur to store information provided to him personally to be stored in a way that future consultation and unaltered reproduction of the information is made possible.
6. **Right of withdrawal:**Â the possibility for the consumer to -within the cooling off period- opt out of the distance contract;
7. **Model form:** the model form that the entrepreneur makes available to the consumer and that the consumer can fill in when he wishes to exercise his right of withdrawal;
8. **Entrepreneur:** the natural or legal person who offers products and / or services to consumers at a distance;
9. **Distance contract:**Â a contract which is concluded within the framework of an organized system for the entrepreneur, with the use of one or more means of distance communication
10. **Technology for distance communication:** means that can be used to conclude a contract, without the consumer and the entrepreneur are met simultaneously in the same location.
11. **Terms and Conditions:**Â these general Terms and Conditions of the entrepreneur.

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Article 2 - Identity of the entrepreneurÂ

Herman van Mechelen - Vivasan Webshop

Lobeliaberg 16, NL-4708 Roosendaal

Visiting address and warehouse: Ambachtsweg 46, NL-3542DH Utrecht.

Telephone number: +32473915004 * Email: info@vivasanwebshop.eu

Chamber of Commerce: 20134519 * VAT identification number: NL 0012 86174 B02

Article 3 - Scope of application

1. These Terms and Conditions apply to every offer of the entrepreneur and any distance agreement or order between the entrepreneur and the consumer.
2. Before the distance agreement is concluded, the text of these Terms and Conditions will be made available to the consumer in such a way that it can be easily stored on a durable data carrier by the consumer. If this is not reasonably possible, then before the distance contract is concluded, the entrepreneur will indicate that the text can be reviewed and at the request of the consumer will be sent free of charge.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these Terms and Conditions can be made available to the consumer by electronic means in such a way that the consumer can easily store them on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the Terms and Conditions by electronic means can be found and that the, at the consumer's request, by electronic means or otherwise will be sent free of charge.
4. In addition to these Terms and Conditions specific product or service conditions apply, the second and third paragraphs shall apply mutatis mutandis and the consumer can, in the event of conflicting terms and conditions, always rely on the applicable provision that is most favourable to him.
5. When one or more provisions of these conditions are void or destroyed in whole or in part, the agreement and the remainder of these Terms and Conditions and the relevant provision will be replaced by a provision that covers the original as much as possible.
6. Situations that are not governed in these Terms and Conditions, should be assessed 'in spirit' of these terms and conditions.
7. Lack and clarity about the interpretation or content of one or more provisions of our Terms and Conditions, must be explained 'to the spirit' of these Terms and Conditions.

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Article 4 - The offer

- If an offer is subject to a limited duration or subject to conditions, this will be explicitly mentioned.
- The offer in the web shop is without obligation. The entrepreneur is entitled to change and adapt the offer.
- The offer contains a complete and accurate description of the products/services offered. The description is sufficiently detailed to a proper assessment of the offer by the consumer as possible. If the entrepreneur uses illustrations, these are a true reflection of the products/services offered.
- All pictures, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
- Every offer will contain such information that it is clear to the consumer what rights and obligations are involved in accepting the offer. This concerns in particular:
 - the price including taxes;

- the height of any shipping costs;
- the way in which the contract shall be concluded and which actions this will require;
- whether or not the right of withdrawal applies;
- the arrangements for payment, delivery and performance of the contract or order;
- the deadline for accepting the offer, or the period within which the entrepreneur guarantees the offered price;
- the rate for distance communication, if the cost of using the means of distance communication are calculated on a basis other than the basic fee for the means of communication used;
- whether the agreement is filed subsequent to its conclusion, and if so how the consumer can consult it;
- the way in which the consumer can rectify the information provided under the agreement, before the conclusion of the agreement;
- Other languages, beside Dutch, an agreement can be entered;
- Code of Conduct which entrepreneur has to conform and instructions where the consumer can find the Code of Conduct digital;
- The minimum duration of the distance agreement of a duration transaction.
- Optional: available sizes, colours or materials.

Â Article 5 - Conclusion of agreement

1. The agreement is subject to the provisions of paragraph 4 of this article, concluded at the time the consumer accepts the offer and comply with the corresponding conditions.
2. If the consumer has accepted the offer electronically, confirms entrepreneur by electronic means receipt of the order without delay. As long as the order is not confirmed by the entrepreneur, the consumer may rescind or cancel the agreement free of charge.
3. If the contract is concluded electronically, the entrepreneur shall take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure Web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can-within statutory frameworks- inquire about the consumer's ability to fulfil his payment obligations, as well as facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur on the basis of this research has good reasons does not enter into the agreement, he is entitled to refuse an order or request special conditions.
5. The entrepreneur will add to the product or service the following information, in writing or in such a way that the consumer can store it on an accessible durable medium:
 5. a. the address of the place of business of the entrepreneur;
 5. b. 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;
 5. c. information on existing after-sales service and guarantees;
 5. d. the conditions in article 4 paragraph 3 of these recorded data, unless the entrepreneur has already provided the consumer with this data before the implementation of the contract;
 5. e. the requirements for terminating the agreement if the agreement has a duration of more than one year or for an undetermined time.
6. In the event of a duration transaction the previous paragraph applies only to the first delivery.

7. Any agreement or order is entered under the condition of sufficient availability of the products.

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Article 6 - Right of withdrawal

1. In the event of a purchase, a consumer has the possibility to dissolve the agreement for 14 days without giving any reason. This period commences on the day following receipt of all products by the consumer or a by the consumer announced representative.
2. During the reflection period, the consumer shall handle the product and the packaging with care. He will only unpack or use the product to the extent necessary in order to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will have the product and if reasonably possible- in the original condition and packaging returned to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wants to use his right of withdrawal he is obliged to make this known to the entrepreneur within 14 days of receipt of all the products. The consumer can do this by means of the standard form. After the consumer expressed wanting to make use of his right of withdrawal, the consumer shall return the product within 14 days to the entrepreneur. The consumer must prove that the products are returned in a timely manner, for example by means of a proof of mail delivery.
4. If the consumer at the end of the statutory period in paragraph 2 and 3 of this article has not expressed to want to make use of his right of withdrawal or the product has not been returned to the entrepreneur, the sale is a fact.

Â Article 7 - Costs in case of right of withdrawalÂ

1. If the consumer exercises his right of withdrawal, the costs of return are entirely for the account of the consumer.
2. If the consumer has paid an amount, the entrepreneur shall ensure that within 14 days after the consumer expressed wanting to make use of his right, .the full amount is refunded to the consumer. The consumer must prove that the delivered goods are returned, for example by means of a proof of mail delivery

Â Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer as far as provided for in paragraph 2 and 3 of this article. The exclusion of het right of withdrawal is valid only if the entrepreneur states this clearly 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:

- a. That the entrepreneur has established in accordance with the consumer's specifications;
- b. That are clearly personal in nature;
- c. That cannot be returned due to their nature;
- d. That rapidly decay or become absolute;
- e. The price of which is subject to fluctuations on the financial market on which the entrepreneur has no influence;
- f. For individual newspapers and magazines;
- g. For audio and video recordings and computer software whose the consumer has broken

- the seal;
- h. Hygiene products that are sealed and who's the consumer has broken the seal.

Â **3. Exclusion of the right of withdrawal is only possible for services:**

- a. on accommodation, transport, restaurant or leisure that has to be carried out on a certain date or during a given period;
- b. services which the delivery with the express consent of the consumer started before the cooling off period has expired;
- c. Betting and lotteries.

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Article 9 - The price

- a. During the period mentioned in the offer, the prices of the offered products/services do not increase, except for prices changes due to changes in VAT rates.
- b. Contrary to the previous paragraph the entrepreneur can offer products whose prices are subject to fluctuations in the financial market beyond the entrepreneur's control, with variable prices. These fluctuations and the fact that any prices are variable will be mentioned in the offer.
- c. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or stipulations.
- d. Prices increases form 3 months after the contract was concludes are only allowed if agreed upon beforehand with the entrepreneur and:
 - 1. they are the result of statutory regulations or provisions; or
 - 2. the consumer has the power to terminate the contract on the day on which the prices increase takes effect.

Â 5. All prices mentioned are inclusive of VAT.

6. All prices are subject to misprints. The entrepreneur is not liable for misprints. By misprints the Entrepreneur is not obligated to deliver the product according to the incorrect price.

Article 10 - Compliance and warranty

- The entrepreneur guarantees that het products and/or services fulfil the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and on the date of the conclusion of the agreement existing legal provision and/or Government regulations. If agreed the entrepreneurs also states that the product is suitable for other than normal use.
- A warranty by the entrepreneur, manufacturer or importer does not alter the legal rights and claims that the consumer can assert under the agreement with the entrepreneur.
- Any defects or wrong products delivered must be reported in writing to the entrepreneurs with X days/weeks after delivery. Return of the products must be made in the original packaging and new state.
- The warranty period of the entrepreneur corresponds to the factory guarantee period. The entrepreneur is not 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.
- The guarantee does not apply if:

1. The delivered goods have been repaired and/or modified by third parties and/or the consumer;
2. The delivered goods are exposed to unusual circumstances or otherwise treated carelessly or contrary to the instructions of the entrepreneur and/or on the packaging.
3. The inferiorly in whole or in part is the result of rules that the Government has asked or will ask about the nature or quality of the materials used.

Article 11 - Delivery and execution order

1. The entrepreneur will take the greatest possible care in the receiving and the execution and/or delivery of the orders and the services.
2. The place of delivery is the address that the consumer has notified to the entrepreneur.
3. Accepted orders will be sent promptly but no later than 30 days after order message, unless the consumer has given permission that a longer delivery period is complied with. If delivery is delayed, or if an order is not or only partially carried out, the consumer will receive a message and has the right to terminate the contract without penalty.
4. All delivery times are indicative. Exceeding a term gives consumers no right to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount which the consumer has already paid as soon as possible but no later than 14 days after dissolution.
6. If delivery of an ordered product proves impossible, the entrepreneur will attempt to provide a replacement product. At the latest when the delivery is made, it will be reported that a replacement article is delivered. At replacement articles the right of withdrawal cannot be ruled out. The costs of any return shipment shall be borne by the entrepreneur.
7. The risk of damage and/or loss of products rests upon the entrepreneur up to the moment of delivery to the consumer, unless otherwise expressly agreed. To the delivery obligation by the entrepreneur is met, once the order is offered to consumer once.

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Article 12 - Duration transactions: duration, cancellation and renewalÂ

Cancellation

- If the consumer has entered into a contract for an indefinite period, which extends to the regular delivery of products (including electricity), at any time he can terminate it under the applicable termination rules and at a maximum of one month's notice.
- The consumer that had contracted for a definite period, which extends to the regular delivery of products (including electricity) or services, can at any time by the end of the fixed period terminate the agreement under the applicable termination rules and at a notice of one month.
- The consumer can, for the agreements mentioned in the previous paragraphs:
 1. terminate and not be limited to cancellation at some time or in a given period;
 2. cancel at least in the same way as they are entered into by him;
 3. cancel to the same notice period as the entrepreneur has stipulated for itself.

Â RenewalÂ

4. The consumer that had contracted for a definite period, which extends to the regular delivery of products (including electricity) or services, may not be automatically extended

or renewed for a definite period.

5. Notwithstanding the previous paragraph, an agreement concluded for a definite period, which extends to the regular delivery of daily or weekly newspapers and magazines can be tacitly renewed for a definite period of maximum of three months, if the consumer has the possibility to cancel the extended agreement at the end of the extension with a notice of one month.
6. A agreement for a definite period, which extends to the regular delivery of products (including electricity) or services, may only be extended for an indefinite period if the consumer can cancel at any time with a notice of maximum one month and a notice of maximum three months, with a agreement extends to the regular, but less than once a month, delivering dailies, weeklies and magazines.
7. An agreement for a definite period, which extends to delivery of a trial or introductory of newspapers, weeklies and magazines (trial or introductory subscription) will be ending automatically and will not continue automatically after the trial or introductory.

Duration

8. Agreements with duration of more than one year can be cancelled after one year at any time and with a notice of maximum one month, unless the reasonableness and fairness is an objection against the termination before the agreed duration.

Article 13 - Payment

1. As far as not agreed otherwise, the amounts owed by the consumer must be paid within 7 business days after the cooling off period ex article 6 paragraph 1. In case of an agreement to provide a service, the amounts must be paid within 7 business days after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to report inaccuracies in payment data provided or stated without delay to the entrepreneur.
3. In case of non-payment subject to statutory limitations, the entrepreneur has the right to advance to the consumer reasonable costs to charge.

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Article 14 - Complaints procedure

1. The entrepreneur has a complaints procedure and handles complaints by filling out the complaints procedure.
2. Complaints about the performance of the contract or an order should be fully and clearly described and submitted to the entrepreneur within 7 days after the consumer has found the flaws.
3. Complaints are handled within 14 days from the date of receipt. If a complaint requires longer processing time, the entrepreneur will, within the period of 14 days, reply with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be solved in joint consultation, a dispute arises that is susceptible to the dispute resolution.
5. With complaints that cannot be solved in joint consultation, the consumer has the possibility to contact Stichting WebwinkelKeur (www.webwinkelkeur.nl). Stichting WebwinkelKeur will mediate for free. If there is no solution after the mediation, the consumer has the possibility to submit the complaint to Stichting GeschilOnline, the

decision of Stichting GeschilOnline is binding. The consumer and entrepreneur agree with this binding decision. The submission of a dispute to the arbitration are not for free. The consumer must pay the costs of the arbitration. Furthermore, residents living in the EU can use the European Dispute resolution platform to submit a complaint in order to reach an out-of-court settlement. This platform is available on <http://ec.europa.eu/odr> , but we would advise to contact Stichting WebwinkelKeur first.

6. A complain do not suspend the entrepreneur of his obligations, unless the entrepreneurs indicates in written otherwise.
7. If the consumer complaint is well-founded, the entrepreneur has the possibility to replace or repair the delivered products for free.

Article 15 - Disputes

1. Dutch law shall apply exclusively to any dispute, agreements and orders, even if the consumer lives abroad.
2. The Vienna Sales Convention shall not apply.

Article 16 - Additional or different terms

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