

# Terms and Conditions ValenciaSeedFarm

## Table of contents:

- Article 1 - Definitions
- Article 2 - Identity of the entrepreneur
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The agreement
- Article 6 - Right of withdrawal
- Article 7 - Costs in case of withdrawal
- Article 8 - Exclusion right of withdrawal
- Article 9 - The price
- Article 10 - Conformity and guarantee
- Article 11 - Delivery and execution
- Article 12 - Duration transactions: duration, cancellation and extension
- Article 13 - Payment
- Article 14 - Complaints procedure
- Article 15 - Disputes
- Article 16 - Additional or different provisions

## Article 1 - Definitions

In these terms and conditions the following definitions apply:

1. **Reflection period:** the period within which the consumer can make use of his right of withdrawal;
2. **Consumer:** the natural person who is not acting in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** a distance contract 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 addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information .
6. **Right of withdrawal:** the option for the consumer to cancel the distance contract within the cooling-off period;
7. **Model form:** the model form for withdrawal that the entrepreneur makes available that a consumer can fill in when he wants to make use of his right of withdrawal.
8. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers at a distance;
9. **Agreement** at a distance: an agreement under which exclusive use is made in the context of a system organized by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement. of ééone or more remote communication techniques;
10. **Technique** for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur meeting simultaneously in the same room.
11. **General Conditions:** the present General Conditions of the entrepreneur.

## **Article 2 - Identity of the entrepreneur**

ValenciaSeedFarm as part of European Seed Trading Company

Business address: Delftweg 12, 1747 GA Tuitjenhorn (Netherlands)

Email address: info@valenciaseedfarm.com

Dutch Chamber of Commerce number: 76575721

VAT identification number: NL003097056B04

## **Article 3 - Applicability**

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders between the entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, it will be indicated before the distance contract is concluded 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 request of the consumer.
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 it is the consumer can be stored in a simple way 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 the consumer can always invoke the applicable provision that applies to him in the event of conflicting general terms and conditions. is most beneficial.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially void or destroyed, the agreement and these terms and conditions will remain in effect for the rest and the relevant provision will be replaced immediately in mutual consultation. are as close as possible to the purport of the original by a provision.
6. Situations that are not regulated in these terms and conditions must be assessed 'in the spirit' of these terms and conditions.
7. Ambiguities 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.

## **Article 4 - The offer**

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow 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 obvious errors in the offer are not binding on the entrepreneur.

4. All images, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
5. Images accompanying products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colors correspond exactly to 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 concerns in particular:
  - the price including taxes;
  - any shipping costs;
  - the manner in which the agreement will be concluded and which actions are required for this;
  - whether or not the right of withdrawal applies;
  - 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;
  - the amount of the rate for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular base rate for the means of communication used;
  - whether the agreement will be archived after its conclusion, 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, restore 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; and
  - the minimum duration of the distance contract in the event of a duration transaction.
  - Optional: available sizes, colours, type of materials.

## **Article 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 and compliance with the associated 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 receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve 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 ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can inform himself - within legal frameworks - whether the consumer can meet his payment obligations, as well as 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 with reasons, or to attach special conditions to the execution.

5. 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:
  - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
  - b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about warranties and existing after-sales service;
  - d. the information included in article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information the consumer has provided before the execution of the agreement;
  - e. the requirements for termination of the agreement if the agreement has a duration of more than éé one year or indefinitely.
6. In the case of an expensive transaction, the provision in the previous paragraph only applies to the first delivery.
7. Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

## **Article 6 - Right of withdrawal**

### *On delivery of products:*

1. When purchasing products, the consumer has the option to dissolve the agreement without stating reasons during 14 days. This cooling-off 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 cooling-off period, the consumer will handle the product and 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 means of the model form. 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 on time, for example by means of proof of shipment.
4. If the customer has not made it known after the expiry of the periods referred to in paragraphs 2 and 3 that he wishes to make use of his right of withdrawal resp. has not returned the product to the entrepreneur, the purchase is a fact.

### *When providing services:*

5. When providing services, the consumer has the option to dissolve the agreement without stating reasons during at least 14 days, commencing on the day of entering into the agreement.
6. To make use of his right of withdrawal, the consumer will refer to the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest upon delivery.

## **Article 7 - Costs in case of withdrawal**

1. If the consumer makes use of his right of withdrawal, the maximum costs of return will be for his account.

2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 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. Refunds 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 reduction 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.

#### **Article 8 - Exclusion right of withdrawal**

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has stated this clearly in the offer, at least in time for the conclusion of the agreement. Exclusion of the right of withdrawal is only possible for products:
  - a. that have been created by the entrepreneur in accordance with the consumer's specifications;
  - b. that are clearly personal in nature;
  - c. which by their nature cannot be returned;
  - d. which can deteriorate or age quickly;
  - e. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
  - f. for single newspapers and magazines;
  - g. for audio and video recordings and computer software where the consumer has broken the seal.
  - h. for hygienic products where the consumer has broken the seal.
2. Exclusion of the right of withdrawal is only possible for services:
  - a. concerning lodging, transportation, restaurant business or leisure activities to be performed on a specified date or during a specified period ;
  - b. the delivery of which has started with the express consent of the consumer before the cooling-off period has expired;
  - c. concerning bets and lotteries.

#### **Article 9 - The price**

1. During the validity period 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. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on fluctuations and the fact that any prices mentioned 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:
  - a. they result from legal regulations or regulations; or
  - b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect
5. The prices mentioned in the offer of products or services include VAT.
6. All prices are subject to printing and typesetting 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.

## 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 statutory provisions existing on the date of the conclusion of the agreement. regulations 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.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. Return of the products must be made in the original packaging and in new condition.
4. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur 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 modified the delivered products himself or has had them repaired and/or processed by third parties;
  - The delivered products have been exposed to abnormal conditions or are otherwise handled carelessly or are contrary to the instructions of the entrepreneur and/or have been treated on the packaging;
  - The defectiveness is wholly or partly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used.

## Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of what is stated about this in paragraph 4 of this article, the company will execute accepted orders expeditiously but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. 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 dissolve the agreement without costs. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.
6. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not be excluded. The costs of any return shipment are for the account of the entrepreneur.
7. 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 announced to the entrepreneur, unless expressly agreed otherwise.

## **Article 12 - Duration transactions: duration, cancellation and renewal**

### *Cancellation*

1. The consumer can cancel an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate an agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time towards the end of the definite term, with due observance of the agreed cancellation rules and a notice period of no more than one month.
3. The consumer can conclude the agreements referred to in the previous paragraphs:
  - cancel at any time and not be limited to cancellation at a specific time or period;
  - at least denounce in the same way as they entered into by him;
  - always cancel with the same notice period as the entrepreneur has stipulated for himself.

### *Renewal*

4. An agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a definite period.
5. Contrary to the previous paragraph, an agreement that has been entered into for a definite period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed period of a maximum of three months, if the consumer can terminate the extended agreement towards the end of the extension with a notice period of no more than one month.
6. An agreement that has been entered into for a definite period and which extends to the regular delivery of products or services, may only be tacitly extended for an indefinite period if the consumer is allowed to cancel at any time with a notice period not exceeding one month and a notice period of no more than three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

### *Duration*

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose cancellation before the end of the agreed duration.

## **Article 13 - Payment**

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period as referred to in Article 6 paragraph 1. In the event of an agreement to provide a service, this term after the consumer has received confirmation of the agreement.
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 reasonable costs made known to the consumer in advance.

#### **Article 14 - Complaints procedure**

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered 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 answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint in mutual consultation. After this term, a dispute arises that is subject to the dispute settlement procedure.

#### **Article 15 - Disputes**

1. On agreements between the entrepreneur and the consumer to which these general terms and conditions apply, only Dutch law applies. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

#### **Article 16 - 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.

**Model withdrawal form**

*(only complete and return this form if you wish to revoke the agreement)*

To:

ValenciaSeedFarm

Delftweg 12

1747 GA TUITJENHORN

Netherlands

info@valenciaseedfarm.com

I/We (\*) hereby give notice to you that I/we (\*) revoke our agreement concerning the sale of the following goods/provision of the following service (\*):

Ordered on (DD-MM-YYYY):

Order number:

Received on (DD-MM-YYYY):

Name/Names consumer(s):

Address consumer(s):

IBAN bank account:

Consumer Signature(s):

(only when this form is submitted on paper)

Date (DD-MM-YYYY):