

# ***General Terms and Conditions Webstore Verstegen Spices & Sauces in effect from 29 November 2016***

## ***Introduction***

You can find our General Terms and Conditions below. These always apply when you use our Dutch webstore or place an order and contain important information for you as a buyer. These conditions are in accordance with European legislation. You accept the Dutch General Terms and Conditions by confirming your order. This is why it is important to read these General Terms and Conditions carefully. We recommend you to save or print these conditions so you can refer back to them.

## ***Definitions***

- 1 Verstegen Spices & Sauces: with registered offices in Rotterdam and registered with the Chamber of Commerce with number 24-124683, trading as Verstegen Spices & Sauces.
- 2 Website: the Verstegen Spices & Sauces website, available on store.verstegen.eu and all associated subdomains.
- 3 Customer: the natural person, not acting in the exercise of a profession or business, who concludes an Agreement with Verstegen Spices & Sauces and/or has registered on the Website.
- 4 Agreement: each agreement between Verstegen Spices & Sauces and the Customer of which these General Terms and Conditions are an integral part.
- 5 General Terms and Conditions: these General Terms and Conditions.

## ***Applicability of the General Terms and Conditions***

- 1 The General Terms and Conditions apply to all offers on the Website and the resulting Agreements with and deliveries by Verstegen Spices & Sauces to the Customer, unless expressly agreed otherwise in writing.
- 2 If the Customer includes provisions or conditions in his order, confirmation or notice of acceptance that deviate from or are not included in these General Terms and Conditions, these will only be binding to Verstegen Spices & Sauces if and to the extent expressly accepted in writing by the latter.
- 3 Additional specific product or service conditions may apply besides these General Terms and Conditions, but the Customer will always be able to rely on the applicable provisions which are the most beneficial to him in case of deviating conditions.

## ***Prices and information***

- 1 All prices indicated on the Website and other documentation provided by Verstegen Spices & Sauces include VAT and other government levies.
- 2 If shipping costs are charged, this will be clearly indicated before the conclusion of the Agreement. These costs will also be shown separately during the ordering process.
- 3 The content of the Website has been compiled with the utmost care. However, Verstegen Spices & Sauces cannot guarantee that all information on the Website is always correct and complete. All prices and other information on the Website and in other documents provided by Verstegen Spices & Sauces are therefore subject to obvious programming and typing errors.
- 4 Verstegen Spices & Sauces cannot be held responsible for (colour) deviations as a result of screen quality.

## ***Conclusion of the Agreement***

- 1 The Agreement will be concluded at the moment the Customer accepts the offer of Verstegen Spices & Sauces and fulfils the associated conditions.

2 If the Customer has accepted the offer by electronic means, Verstegen Spices & Sauces will immediately and by electronic means confirm the acceptance of the offer. The Customer can dissolve the Agreement as long as the receipt of this acceptance has not been confirmed.

3 If it becomes clear that the Customer has provided incorrect information when accepting or otherwise concluding the Agreement, Verstegen Spices & Sauces will have the right to only meet its obligations once the correct information has been provided.

4 Verstegen Spices & Sauces may use the legal means at its disposal to determine whether the Customer will be able to fulfil his payment obligations and any other facts and factors that are important for the responsible conclusion of the Agreement. If the investigation gives Verstegen Spices & Sauces sound reasons not to conclude the Agreement, Verstegen Spices & Sauces is entitled to refuse an order or request with substantiation or impose special conditions on the implementation such as advance payment.

5 Verstegen Spices & Sauces has the right to refuse orders from customers who act in the exercise of a profession or business.

### ***Registration***

1 The customer can sign up using the registration form/account registration option on the Website to make optimal use of the Website.

2 The Customer will choose a username and password during the registration process which can be used to log in to the Website after the registration. The Customer is responsible for choosing a sufficiently secure password.

3 The Customer must keep his login credentials, username and password strictly confidential. Verstegen Spices & Sauces will not be liable for any abuse of the login credentials and can always assume that the identity of any Customer who registers on the Website is correct. All actions using the account of the Customer take place at his responsibility and risk.

4 If the Customer knows or suspects that his login credentials have been disclosed to unauthorised persons, he must change his password as soon as possible and/or notify Verstegen Spices & Sauces to enable the latter to take appropriate measures.

### ***Implementation of the Agreement***

1 Once Verstegen Spices & Sauces has received the order, it will ship the products as soon as possible in accordance with the provisions of paragraph 3 of this Article.

2 Verstegen Spices & Sauces has the right to hire third parties to fulfil the obligations arising from the Agreement.

3 The Website will, in good time before the conclusion of the Agreement, clearly describe how delivery will take place and within what period the products will be delivered. If no delivery time has been agreed on or indicated, the products will be delivered within 30 days.

4 Verstegen Spices & Sauces will inform the Customer if it is unable to deliver the products within the agreed period. The Customer can in that case accept a new delivery date or have the opportunity to dissolve the Agreement at no cost.

5 Verstegen Spices & Sauces recommends the Customer to inspect the delivered products and to report any found defects within a reasonable period, preferably in writing. For more information, refer to the article on warranty and conformity.

6 The risk of the products will transfer to the Customer once the products have been delivered to the indicated delivery address. The risk will transfer to the Customer at an earlier time if expressly agreed otherwise. The risk will transfer once the products are handed to the Customer if he decides to collect the products.

7 Verstegen Spices & Sauces is entitled to deliver a similar product of comparable quality if the ordered

product is no longer available. The Customer will in that case have the right to dissolve the Agreement and return the product at no cost.

### ***Revocation right***

1 The Customer has the right to freely dissolve the distance Agreement with Verstegen Spices & Sauces within 14 calendar days of receipt of the product without substantiation. This period starts on the day after the Customer or a third party designated by him, not being the carrier, has received the product, or:

- if the Customer has ordered more than one product as part of the same order: the day on which the Customer or a third party designated by him has received the last product.
- if the delivery of a product consists of several shipments or parts: the day on which the Customer or a third party designated by him has received the last shipment or the last part;
- in case of Agreements for regular deliveries of products during a specific period: the day on which the Customer or a third party designated by him has received the first product.

2 The Customer will only be responsible for the costs of the return shipment. This means that the Customer is responsible for the costs of returning the shipment himself. Verstegen Spices & Sauces will provide an estimate of these costs if they are higher than the regular postal fees.

Any costs paid by the Customer for the payment and the shipment of the product will be refunded to the Customer in full if the entire order is returned.

3 The Customer will carefully handle the product and its packaging during the revocation period indicated in paragraph 1. The Customer will only open the packaging and the product to the extent necessary to verify the nature, properties and operation of the products. This inspection may generally not go beyond what a Customer could do in a physical store.

4 The Customer is only responsible for a loss of value of the product if this arises from any use of the product which goes beyond what is permitted in the previous paragraph.

5 The Customer may dissolve the Agreement in accordance with the period set out in paragraph 1 of this Article by (digitally) submitting the model form for revocation to Verstegen Spices & Sauces or informing Verstegen Spices & Sauces in any other unambiguous manner of the decision to cancel the purchase. Verstegen Spices & Sauces will in that case digitally confirm the receipt of the notification. The Customer has 14 days to return the product after the dissolution. The product can also be returned immediately within the reflection period set out in paragraph 1 of this Article, provided that the model form for revocation or another unambiguous statement of revocation has been enclosed.

Products can be returned to:

Verstegen Spices & Sauces

Attn Webstore

Antwoordnummer 40157

3040 VB, Rotterdam

6 Any amounts already paid (in advance) by the Customer will be refunded as soon as possible but no later than 14 days after the dissolution of the Agreement in the same manner as the initial payment. If the Customer has opted for a more expensive delivery method than the cheapest standard delivery, Verstegen Spices & Sauces is not required to pay the additional costs of this more expensive method. Unless Verstegen Spices & Sauces offers to collect the product itself, it may postpone the refund until it has received the product or until the Customer demonstrates that the product has been returned, whichever is earlier.

7 The Website will contain clear information about the applicability of the revocation right and any desired procedure well in advance of the conclusion of the Agreement.

8 The revocation right does not apply to:

- Products that cannot be returned because of health and hygienic reasons of which the seal has been broken after delivery;
- Products that have been created by the company based on specifications of the Customer;
- Products that spoil or age quickly.

### ***Payment***

1 The Customer must make payments to Verstegen Spices & Sauces in accordance with the payment methods specified during the ordering process and possibly indicated on the Website. Verstegen Spices & Sauces is free to select these payment methods and may change them from time to time. The Customer will have a payment period of 14 days after the delivery date in case of payment after delivery.

2 If the Customer fails to fulfil its payment obligation(s) on time, he will owe the statutory interest on the due amount and Verstegen Spices & Sauces will have the right to charge the incurred extrajudicial collection costs after the Customer has been informed of the late payment by Verstegen Spices & Sauces and has been offered a period of 14 days to fulfil these payment obligation(s). These collection costs will not exceed: 15% on due amounts up to € 2,500; 10% on the subsequent € 2,500 and 5% on the next € 5,000 with a minimum of € 40. Verstegen Spices & Sauces may deviate from the listed amounts and percentages for the benefit of the Customer.

### ***Warranty and conformity***

1 Verstegen Spices & Sauces guarantees that the products comply with the Agreement, the specifications stated in the offer, the reasonable requirements on reliability and/or usability, and the statutory provisions and/or government regulations in effect on the day the Agreement is concluded. If expressly agreed, Verstegen Spices & Sauces also guarantees that the product is suitable for any other than normal use.

2 A warranty granted by Verstegen Spices & Sauces, a manufacturer or importer does not affect the statutory rights and claims available to the Customer based on the Agreement.

3 If the delivered product does not comply with the Agreement, the Customer must inform Verstegen Spices & Sauces within a reasonable period of discovering the defect.

4 If Verstegen Spices & Sauces considers the complaint valid, the relevant products will be repaired, replaced or reimbursed in consultation with the Customer. The maximum compensation is equal to the price paid by the Customer for the product. This Article does not stand in the way of a request for compensation.

5 All products have a best before date. The ordered products will be at least three months away from the best before date on the date of the order.

### ***Complaints procedure***

1 If the Customer has a complaint about a product (in accordance with the Article on warranty and conformity) and/or other aspects of the services of Verstegen Spices & Sauces, he can file this complaint by phone, email or post. The contact details can be found at the bottom of the General Terms and Conditions.

2 Verstegen Spices & Sauces will respond as soon as possible but never later than within 14 days after receipt of the complaint. If no substantive or final response is possible yet, Verstegen Spices & Sauces will confirm the complaint within 14 days after receipt and give an indication of the period within which it expects to provide a substantive or final response.

3 The Customer may also submit a complaint to the European Dispute Resolution Platform, available on <https://webgate.ec.europa.eu/odr/>

***Personal data***

1 Verstegen Spices & Sauces processes the personal data of the Customer in accordance with the privacy statement published on the Website.

***Final provisions***

1 This Agreement is governed by the laws of the Netherlands.

2 To the extent not otherwise required by mandatory law, all disputes which may arise from this Agreement will be submitted to the competent Dutch court of the district in which Verstegen Spices & Sauces has its registered office.

3 If a provision of these General Terms and Conditions is found to be invalid, this will not affect the validity of the remainder of the General Terms and Conditions. The Parties will in that case include (a) new provision(s) as a replacement, which as far as legally possible matches the intent of the original provision.

4 In these General Terms and Condition “in writing” also includes communication by email and fax, provided that the identity of the sender and integrity of the email have been adequately established.

***Contact details***

If you have any questions, complaints or comments after reading these General Terms and Conditions, feel free to contact us in writing or by email.

**Verstegen Spices & Sauces**

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