

# Terms and Conditions - Webshop

## Article 1. Definitions

In these terms and conditions regarding the webshop, the definitions below have the following meaning:

1. **Distance contract:** The distance purchase contract created through the use of a system intended for this purpose between Flower Factor BV - webshop (here after referred to as: webshop) and the natural person or legal entity with whom the contract is concluded (hereafter: client).
2. **Cliënt:** natural person or legal entity who concludes a distance contract with the webshop.
3. **Webshop:** the legal entity who offers products to clients from a distance. In these Terms and Conditions the legal entity is Flower Factor B.V.
4. **Right of withdrawal:** the right of the client to terminate the distance contract within the specified cooling-off period.
5. **Cooling-off period:** the legal term within which a client can appeal to the right of withdrawal.
6. **Written:** in these Terms and Conditions 'written' is also applied to electronic communication, such as e-mail, provided that the identity of the sender and the authenticity of the communication are sufficiently established.
7. **Durable medium:** any means that enables parties to store information that is addressed to them in a way that makes future consultation and unaltered reproduction of stored information possible.

## Article 2. Identity and contact details Webshop

Flower Factor B.V.  
Distributieweg 8  
2645 EJ Delfgauw

Chamber of Commerce number: 63139049  
VAT: NL855109075B01  
Website: [www.flowerfactor.com](http://www.flowerfactor.com)  
E-Mail: [info@flowerfactor.nl](mailto:info@flowerfactor.nl)

## Article 3. Applicability

1. These terms and conditions apply to every offer and every distance contract which is concluded between webshop and client.

2. The contract is concluded when the customer accepts the offer of the webshop, but not limited to accepting offers and placing orders.
3. Webshop confirms without delay the receipt of the acceptance of the offer. The client reserves the right to cancel the agreement until the moment of confirmation.
4. With the exception of paragraph 2, the agreement only comes into effect once the webshop has been informed, within the legal framework, whether the client can meet his payment obligations and any other facts and factors that are important in order to reach an agreement in a responsible manner. If there are sufficient grounds for refusal, the webshop has the right not to enter into the agreement, at least to terminate it or to attach special conditions to the agreement.

#### **Article 4. Right of withdrawal**

1. The Client has a statutory cooling-off period of fourteen days after the ordered products have been received. Within the aforementioned reflection period, the client reserves the right to terminate the agreement without giving any reason.
  1. If the client wishes to make use of the right of withdrawal, the client must notify the webshop in writing (by e-mail) within the cooling-off period. Webshop will send a confirmation of this message without delay.
  2. During the cooling-off period, the client will handle the product and packaging carefully. The client will assess the product and only unpack or use it to the extent necessary for the assessment of the product.
  3. The Client is liable for the value reduction of the product if this is the result of the way in which the Client has dealt with the product and this handling goes beyond what is reasonable or customary for the assessment of the product.
  4. The Client must return products intended for return shipment together with all delivered accessories as much as possible in the original condition and packaging to the Webshop in accordance with instructions provided by Webshop.
  5. In the event of withdrawal and return shipment, the costs of return shipment will be the client's responsibility.
  6. After receipt of return shipment, the webshop will reimburse the payment received from the client, including the initial shipping costs, within fourteen days following the day of dissolution.
  7. If the client has opted for a more expensive method of delivery, only the costs for a standard delivery will be reimbursed.

#### **Article 5. Exclusion Right of withdrawal**

The right of withdrawal is excluded for the following products:

1. All products that have a limited shelf life due to their nature, can spoil or age quickly.

2. All products tailor-made at the client's request.
3. All products that cannot be returned due to their nature.
4. All products which by their nature have been irrevocably mixed with other products after delivery.
5. Online/digital education programs.
6. For audio and video recordings and computer software of which the client has broken the seal.
7. The delivery of digital content other than on a material carrier, but only if it has been put to use with an expressed prior consent of the client and if the client has declared that he thereby loses his right of withdrawal.

## **Article 6. Customized right of withdrawal**

In case the client has registered online for a course (not being an online education program), the client can cancel his enrolment up to 2 months prior to the planned course. The costs are refunded after deduction of 25 euros in administrative costs for Dutch payments and 50 euros for foreign payments.

## **Article 7. Delivery**

1. The place of delivery is the address that the customer has made known to the webshop.
2. The webshop will deliver orders within thirty days of receipt of the order unless a different delivery period has been communicated or agreed. Webshop will inform the client in writing on time but within thirty days of receipt of the order.
3. The client has the right to dissolve the agreement if delivery takes place after 30 days without prior agreement. In the event of termination, as referred to in this article, Webshop will reimburse the amount paid by the client within fourteen days.
4. The risk of damage or loss of products rests on the webshop until the moment of delivery. After delivery of the product, the risk of damage or loss of products rests with the client or a third party designated by him in advance.
5. If the client chooses a carrier that is not offered by the webshop, the risk of damage or loss will be transferred to the client as soon as the webshop hands over the product to the carrier.

## **Article 8. Intellectual property**

1. If the webshop supplies works of intellectual property, the client obtains a license for the use by one person for a predetermined period. This, in any case, includes the online education programs offered via the webshop.

2. The Client is not permitted to copy or otherwise multiply, publish, distribute or deliver the works to third parties.
3. In the event of unauthorized use by the client, Webshop will recover the damage from the client.

## **Article 9. Privacy and Processing of Personal Data**

1. Webshop processes personal data in accordance with Dutch law.
2. The privacy statement of the webshop applies accordingly.

## **Article 10. Complaints and Disputes**

1. Only Dutch law applies to the agreement between webshop and client.
2. Complaints about the execution of the agreement must be clearly reported in writing to the webshop via [info@flowerfactor.nl](mailto:info@flowerfactor.nl) within a reasonable period of time, but within seven days after the client has identified the defects.
3. Complaints submitted to the webshop will be answered within fourteen days after receipt of the complaint. If the complaint cannot be remedied within fourteen days, the webshop will report this in time and give an indication of the period within which the client can expect a solution.
4. The starting point of the webshop is to come to a joint solution. However, if the complaint cannot be resolved within a period of three months following the day of reporting the complaint, a dispute arises that can be submitted to the qualified court of the client's place of residence (if in the Netherlands). When it comes to a dispute with a foreign client, the dispute will still be submitted to a qualified court.

Drawn up in Delfgauw, April 2018