

## **General Terms and Conditions of Sale [www.essence4life.net](http://www.essence4life.net)**

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### **Article 1 - Definitions**

In these conditions the following definitions apply:

- Reflection period: the period within which the consumer can exercise his right of withdrawal;
- Consumer: the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
- Day: calendar day;
- Duration transaction: a distance contract relating to a series of products and/or services of which the delivery and/or purchase obligation is spread over time;
- Durable data carrier: any means that enables the consumer or entrepreneur to store information addressed personally to him in a way that enables future consultation and unchanged reproduction of the stored information.
- Right of withdrawal: the option for the consumer to cancel the distance contract within the cooling-off period;
- Model form: the model form for withdrawal that the entrepreneur makes available and that a consumer can complete if he wants to exercise his right of withdrawal.
- Entrepreneur: the natural or legal person who offers products and/or services remotely to consumers;
- Distance agreement: an agreement in which, within the framework of a system organized by the entrepreneur for the distance sale of products and/or services, exclusive use is made of one or more techniques for distance communication up to and including the conclusion of the agreement;
- Remote communication technology: means that can be used to conclude an agreement, without the consumer and entrepreneur being together in the same room at the same time.
- General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

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

Unit 2 + 2 under the URL [www.essence4life.net](http://www.essence4life.net);  
Kneppelhoutweg 20, 6862BP Oosterbeek;  
Phone number: 06-24398660 (Mon-Fri from 10:00 AM-1:00 PM)  
Email: [info@essence4life.net](mailto:info@essence4life.net)  
Chamber of Commerce number (RSIN#): 856808453  
Branch number: 0000323227382  
Start date: 1-10-2016  
VAT identification number: NL856808453B01

### **Article 3 - Applicability**

These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders concluded between the entrepreneur and the consumer.

Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer via the website [www.eenfrisseyind.net](http://www.eenfrisseyind.net).

In the event that specific product or service conditions apply in addition to these general terms and conditions, the consumer can always rely on the applicable provision that is most favorable to him in the event of conflicting general terms and conditions. If at any time one or more provisions in these general terms and conditions are wholly or partially null and void or are annulled, the agreement and these terms and conditions will otherwise remain in force and the provision in question will be replaced by mutual agreement by a provision without delay, as close as possible to the original.

Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.

Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

#### **Article 4 - The offer**

If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.

The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.

The offer contains a complete and accurate description of the products and/or services offered.

The description is sufficiently detailed to enable a good 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 errors in the offer do not bind the entrepreneur.

All images, specifications and data in the offer are indicative and cannot give rise to compensation or termination of the agreement.

Images of products are a true representation of the products offered. Entrepreneur cannot guarantee that the colors shown exactly match the real colors of the products.

Each offer contains such information that it is clear to the consumer what the rights and obligations are associated with accepting the offer. This concerns in particular the price including taxes;

- any shipping costs;
- the manner in which the agreement is concluded and what actions are required for this;
- whether the right of withdrawal applies; the method of payment, delivery and execution of the agreement;
- the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
- the rate for distance communication if the costs of using the technology for distance communication are calculated on a different basis than the regular basic rate for the means of communication used;
- whether the agreement is archived after conclusion, and if so, how it can be consulted by the consumer;
- the way in which the consumer can check and, if necessary, correct the data provided by him in the context of the agreement before concluding the agreement;
- any other languages in which, in addition to Dutch, the agreement can be concluded;
- the codes of conduct to which the entrepreneur adheres and the way in which the consumer can consult these codes of conduct electronically; and the minimum duration of the distance contract for a long-term transaction;
- Products delivered to the UK are subject to import duties due to Brexit. Customer bears these expenses from UK Customs upon delivery.

#### **Article 5 - The contract**

The agreement is concluded, subject to the provisions of Article 4, at the time of acceptance by the consumer of the offer and compliance with the conditions set.

If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can terminate the agreement.

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 secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

The entrepreneur can - within legal frameworks - inform himself 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, based on 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.

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:

- the visiting address of the entrepreneur's branch where the consumer can go with complaints;
- the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- the information about warranties and existing after-sales service;
- the information included in Article 4, paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
- the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.

In the event of a long-term transaction, the provisions of the previous paragraph only apply to the first delivery.

Each agreement is entered into under the conditions precedent of sufficient availability of the products in question.

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

- When delivering products: products may be refused at the door but it will not indemnify customers from paying the invoice
- When purchasing products, the consumer has the option to terminate the agreement without giving reasons within the legal 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 to the entrepreneur.
- 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 exercises 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 instructions provided by the entrepreneur.
- If the consumer wishes to exercise his right of withdrawal, he is obliged to inform the entrepreneur of this within 14 days of receipt of the product. The consumer serves to make this known using the model form. After the consumer has indicated that he wishes to exercise 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.
- If, after the expiry of the periods referred to in paragraph 2, the customer has not indicated that he wishes to exercise his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.
- When providing services, the consumer has the option to terminate the agreement without giving reasons for at least 14 days, starting on the day of entering into the agreement.
- To exercise his right of withdrawal, the consumer refers to the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest upon delivery.

### **Article 7 - Costs upon withdrawal**

If the consumer exercises his right of withdrawal, the maximum costs of return will be borne by him.

If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than within 14 days after cancellation. The condition is that the product has already been returned by the online retailer or conclusive proof of the complete return can be provided. Refund will take place via the same payment method that the consumer used, unless the consumer expressly consents to another payment method.

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.

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 of right of withdrawal**

The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs b and c. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time before concluding the agreement. Exclusion of the right of withdrawal is only possible for products:

- that have been created by the entrepreneur in accordance with the consumer's specifications;
- that are clearly personal in nature;
- that cannot be returned due to their nature;
- that can spoil or age quickly;
- the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
- for audio and video recordings and computer software of which the consumer has broken the seal.
- or hygienic products of which the consumer has broken the seal.

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

- During the period of validity 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.
- Notwithstanding the previous paragraph, the entrepreneur may offer products or services with variable prices, the prices of which are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This liability to fluctuations and the fact that any prices stated are target prices are stated in the offer.
- Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
- Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and: they are the result of legal regulations or provisions; sphere. the consumer has the right to cancel the agreement with effect from the day on which the price increase takes effect.
- The prices stated in the offer of products or services include VAT.
- All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typing errors. In the event of printing and typographical errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

### **Article 10 - Conformity and warranty**

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 legal provisions existing on the date of the conclusion of the agreement and/or or usability. agreement. or government regulations. Upon arrival, the entrepreneur also guarantees that the product is suitable for other than normal use.

A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer may have under the agreement.

Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 2 months of delivery. The products must be returned in the original packaging and in new condition.

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.

The warranty does not apply if:

- the consumer has repaired and/or modified the delivered products himself or has had them repaired and/or modified by third parties;
- the delivered products have been exposed to abnormal conditions or have otherwise been treated carelessly or are contrary to the instructions of the entrepreneur and/or on the packaging;
- The defective condition is wholly or partly the result of regulations that the government has or will impose with regard to the nature or quality of the materials used.

## **Article 11 - Delivery and execution**

The entrepreneur will exercise the utmost care when receiving and executing orders for products and when assessing applications for the provision of services.

The place of delivery is the address that the consumer has provided to the company.

Taking into account what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but no later than within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, 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 terminate the agreement without costs. The consumer is not entitled to compensation.

All delivery times are indicative. The consumer cannot derive any rights from any conditions mentioned. Exceeding a term does not entitle the consumer to compensation.

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 no later than within 14 days after dissolution.

If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. No later than upon delivery, it will be stated in a clear and understandable manner that a replacement item will be delivered. The right of withdrawal cannot be excluded for replacement items. The costs of any return shipment are borne by the entrepreneur.

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 made known to the entrepreneur, unless expressly agreed otherwise.

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

### *Cancellation*

The consumer can terminate an agreement that has been entered into for an indefinite period and which extends to the regular delivery of products (including electricity) or services, taking into account the agreed cancellation rules and a notice period of no more than one month.

The consumer can terminate an agreement that has been entered into for a fixed period and which extends to the regular delivery of products (including electricity) or services at any time towards the end of the fixed period, taking into account the agreed cancellation rules. and a notice period of at least one month.

The consumer can cancel the agreements referred to in the previous paragraphs:

- at any time and not limited to termination at a specific time or period;
- at least cancel in the same manner as they were entered into by him;
- always cancel with the same notice period as the entrepreneur has stipulated for himself.

### *Extension:*

An agreement that has been entered into for a specific period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a specific period.

Notwithstanding the previous paragraph, an agreement entered into for a fixed period may be extended for a fixed period of up to three months, if the consumer can cancel this extended agreement towards the end of the extension with a notice period of no more than one month. .

An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with an onotice period of no more than 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.

A limited-term agreement for the regular delivery of daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

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 preclude termination before the end of the agreed duration.

## **Article 13 - Payment**

All products must be prepaid before shipment!

Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the cooling-off period as referred to in Article 6(a).

In the case of an agreement to provide a service, this period starts after the consumer has received confirmation of the agreement.  
The consumer has the obligation to immediately report any inaccuracies in payment details provided or stated to the entrepreneur.  
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**

The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure ([info@essence4life.net](mailto:info@essence4life.net))  
Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within 2 months after the consumer has discovered the defects. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within 14 days with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed answer. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.  
In case of complaints, a consumer must first contact the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).  
A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.  
If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at his option, replace or repair the delivered products free of charge.

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

Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer lives abroad. The Vienna Sales Convention does not apply.

#### **Article 16 - Additional or deviating provisions**

Additional provisions or provisions that deviate from these general terms and conditions may not be to the disadvantage of the consumer and must be recorded in writing or in such a way that they can be used by the consumer in an accessible manner. can be stored on a durable data carrier.

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

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*To: Unit 2 +,2 under the URL [www.essence4life.net](http://www.essence4life.net)  
Kneppelhoutweg 20, 6862BP Oosterbeek  
Contact person: Eduard J. Vooren  
[info@essence4life.net](mailto:info@essence4life.net)  
Phone: ++31 624398660 (Mon-Fri from 10:00 AM - 1:00 PM ECT)*

*Text:*

I/we (\*) hereby inform you that I/we (\*) have concluded/revoked (\*) our contract regarding the sale of the following goods/provision of the following service (\*):

Ordered on (DD-MM-YYYY):

Invoice number:

Received on (DD-MM-YYYY):

Name(s) of consumer(s):

Address consumer(s):

IBAN bank account:

Signature of the consumer(s) (

Date (DD-MM-YYYY):

\*) Delete what is not applicable.