

Terms and Agreements Orchidshop.com

Below you will find our terms and agreements. These are constantly applicable when using or ordering on our website and contain important information for you as consumer. We advise you to read the Terms and Conditions thoroughly. We recommend to save or print this document, so that you can reread them at any time.

Section 1. Definitions

1. Entrepreneur: the original or corporate offering products and/or services to consumers or wholesales, from a distance.;
2. Website: the website of the entrepreneur, to be consulted by <http://www.orchideeen-shop.nl/> and all associated subdomains.
3. Customer: the original or corporate, whether or not practising a profession or in pursuit of a business, having an agreement with the entrepreneur and/or registering at the website.
4. Agreement: every deal or agreement between Entrepreneur and Customer, of which the Terms and Agreements are an integral part of.
5. Terms and Agreements: the present Terms and Agreements.

Section 2. Identity of the Entrepreneur

Name Entrepreneur: Rik Claessen (Claessen Orchids)
Business address: Leveroyedijk 3, 6034 SW Nederweert-Eind
Phone number: 0495-460990 *(We strongly advise you to contact us by e-mail instead of by phone. We are a busy taking care of our plants and because of that we are not always able to pick up the phone.)*
E-mail address: customerservice@claessenorchids.com
VAT-number: NL154770693B01
Open for visitors at: Sat: 9:00 - 17:00 hour.
Sun: 12:00 - 17:00 hour.

Section 3. Relevance Terms and Agreements

1. The Terms and Agreements are applicable to all offers, agreements and shippings of the Entrepreneur, unless another written agreement is made explicitly.
2. In case the Customer includes certain provisions or conditions in his order, confirmation or message regarding acceptance that don't appear in or deviate from the Terms and Agreements, these are only binding for the Entrepreneur in case and as far as they are accepted (explicitly written) by the Entrepreneur.
3. In case specific product- or service conditions are applicable besides the Terms and Agreements, both of the agreements are applicable, but the Customer may rely on the applicable clause in his best interest in case of conflicting conditions.

Section 4. Prices and information

1. All prices listed on the Website and on other materials derived from the Entrepreneur are including VAT and, unless noted otherwise on the Website, other charges imposed by the government.
2. In case shipping costs are required, this will be mentioned explicitly and timely before closing the Agreement. Besides that, the costs will be displayed separately in the process of ordering.
3. The content of the Website has been selected with great care. The Entrepreneur can not guarantee that all information listed on the Website is complete and correct at all times. All prices and other information on the Website and in other materials derived from the Entrepreneur are subject to apparent programing- and typing errors.

4. The offer contains, as far as reasonably possible, a complete and accurate description of the provided products and/or services. The description is detailed enough for the Customer to make a good judgement of the offer. When the Entrepreneur uses pictures, the pictures are a truthful image of the concerned plant in an adult and blooming state. Keep in mind that plants are a product of nature, which causes the flower, colour or size to possibly deviate from the picture shown online.
5. The Entrepreneur can't be held responsible for (colour)deviations caused by quality of the screen.

Section 5. Establishment of the Agreement

1. The Agreement is established at the time of acceptance by the Customer of the offer of the Entrepreneur and the meeting of the conditions drawn up by the Entrepreneur.
2. If the Customer accepted the offer online, the Customer confirms the acceptance of the offer online immediately. As long as the acceptance of the offer is not yet confirmed, the Customer has the possibility to cancel the Agreement.
3. If false information has been provided by the Customer while accepting or starting the Agreement, the Entrepreneur has the right to wait with meeting up to his obligation until the correct information has been received.
4. The Entrepreneur can inform within legal frameworks whether or not the Customer can live up to the obligations of payment, but also about all facts and factors of importance when responsibly committing to an Agreement. In case the Entrepreneur has good reasons to not commit to the Agreement, based on research, he is lawfully entitled to decline an application or offer or link it with special terms, such as prepayment.

Section 6. Registration

1. To use the Website optimally, the Customer can register by the registration form/the account-sign in possibility on the Website.
2. In the procedure of registering, the Customer chooses a username and password to sign in on the Website after registration. The Customer is responsible for choosing a sufficiently reliable password.
3. The Customer should keep his login information (username and password) strictly confidential. The Entrepreneur is not responsible for misuse of the login information and may assume at all times that a Customer who logs in on the Website is the actual Customer. Everything happening on the account of the Customer, is the responsibility and the risk of the Customer.
4. In case the Customer knows or suspects that his login information got in hands of unauthorized persons, the Customer should change the password as soon as possible and/or notify the Entrepreneur, so that the Entrepreneur can take appropriate measures.

Section 7. Performance of the Agreement

1. As soon as the order is received by the Entrepreneur, the Entrepreneur will send the products as soon as possible considering the clause mentioned in section 3 of this Agreement.
2. The Entrepreneur is entitled to work with other parties while executing the obligations resulting out of the Agreement.
3. The delivery period is 4 business days in principle. The way of delivery can take place in different ways and is a choice of the Entrepreneur.
4. In case the Entrepreneur is not able to deliver the products in the agreed period of time, he will notify the Customer. The Customer can either agree with a new delivery date or gets the possibility to cancel the Agreement without any costs.
5. The Entrepreneur advises the Customer to inspect the delivered products and report possible defects within a reasonable period of time, preferably written or by e-mail. Read further article about warranty and conformity.
6. As soon as the products meant to be delivered have been delivered at the provided address, the risk about the products is on the Customer. If another agreement was explicitly made, the risk is on the Customer sooner. In case the Customer decides to pick up the products, the risk is on the Customer at the moment the products have been transferred.
7. The Entrepreneur is entitled to deliver a similar product of similar quality if the product originally ordered is no longer available. The Customer is then entitled to cancel the Agreement free of charge and return the product for free.

Section 8. Right of withdrawal/return

1. This section is only applicable in case the Customer is an original person that does not act in performance of its profession or company. Business Customers don't have a right of withdrawal.
2. The right of withdrawal does not apply to:
 - Products that decay fast or have a limited durability, amongst others but not limited to food items, flowers and plants.
 - Products fabricated by specifications of the Customer, that have not been prefabricated and are fabricated based on an individual choice or decision of the Customer, or that are clearly intended for a specific person;
 - Agreements regarding leisure activities, in case a certain date or period of execution is provided in the Agreement;
 - Sealed products that are not suitable for return and whereof the seal is broken after delivery, because of health protection or hygiene
 - Products that have been irrevocably mixed with other products after delivery.
3. In case a customer orders a product that it not excluded of the right of withdrawal, the Customer has the right to cancel the remotely made Agreement with the Entrepreneur free of charges within 14 calendar days after receiving the product, without stating a reason. The term starts the day the Customer, or another third appointed beforehand, who is not the transporter, has received the product, or:
 - If the Customer has ordered multiple products in one order: the day the Customer or another third appointed beforehand, has received the last product;
 - If the delivery of a product consists of multiple shippings or parts: the day the Customer, or another third appointed beforehand, has received the last shipping or part;
 - With agreements for regular delivery of products for a certain period of time: the day the Customer, or another third appointed beforehand, has received the first product.
4. Only the direct costs for the return are on the expense of the Customer. The Customer should pay the return costs himself. In case these costs are higher than the regular postal rates, the Entrepreneur will give an estimation of these costs.

5. Possible costs paid by the Customer for sending and payment of the product will be paid back if the whole order is returned.
6. The Customer will handle the product and the package with great care, taking the term of the right of withdrawal in consideration, as mentioned in point 3 of section 8. The Customer will only open the package and use the product only as far as this is required to check the characteristics, nature and function of the product.
The basic principle with this is that the inspection may not go any further than the Customer would be able to do in a physical shop.
7. The Customer is only responsible for depreciation of the product as a result of handling the product in a way that goes any further than permitted in the previous point.
8. The Customer can cancel the Agreement by sending the standard form for withdrawal (digitally) to the Entrepreneur within the term mentioned in this section, or by notifying the Entrepreneur about cancelling the Agreement in an unequivocally way. The Entrepreneur will confirm receiving the message, in case of a digital message. After cancelling, the Customer has 14 days to send the product back. It's also possible to send the product back right away within the term mentioned in point 3 of section 8, as long as the standard form for withdrawal or any other unequivocal explanation for withdrawal is included.
9. Amounts (pre)paid by the Customer will be paid back as soon as possible in the same way the Customer has paid for the order, within 14 days after cancelling the Agreement. In case the Customer chose a more expensive way of shipping than the cheapest standard shipping, the Entrepreneur does not have to pay back the additional costs of the special method of shipping.
10. Unless the Entrepreneur offers to personally pick up the product, the Entrepreneur is allowed to hold off the refund until the Entrepreneur has received the product or until the Customer has proved that the product has been sent back, whichever is first.
11. Information about whether or not the right of withdrawal and possible desired procedures are applicable will be stated on the website timely and clearly before concluding the Agreement.
12. In case the Customer thinks the products do not match the Agreement, the conditions mentioned in section 10 about warranty and compliance apply.

Section 9. Payment

1. The Customer is ought to pay the Entrepreneur according to the methods of paying stated in the procedure of ordering or possibly on the Website. The Entrepreneur is free to choose what paying methods are offered and may change these methods from time to time.
2. In case the Customer does not live up to its paying obligation(s) on time, he, after being informed by the Entrepreneur about the late payment and has been granted a term of 14 days by the Entrepreneur to still complete the payment, after the absence of payment within this 14-days-term, owes the Entrepreneur the legal interest rate and the Entrepreneur is legally allowed to bill the costs made by the Entrepreneur for extrajudicial debt collection charges. These debt collection charges are to a maximum of: 15% over amounts up to €2500,- ; 10% over the €2500 on top of that and 5% over the next €5000 with a minimum of €40,-. The Entrepreneur may deviate from these percentages in the advantage of the Customer.

Section 10. Warranty and compliance

1. This section is only applicable in when a Customer does not operate in the exercise of its profession or company. In case the Entrepreneur has put a special warranty on a certain product, this warranty is applicable for all types of Customers, notwithstanding the previous sentence.
2. The Entrepreneur vouches for all the products to live up to the Agreement, the specifications mentioned in the offer, to the reasonable demands of reliability and usability and to the legal rules and/or government prescriptions existing on the date of creation of the Agreement.
3. A warranty provided by the Entrepreneur, manufacturer or importer doesn't interfere with the legal rights and claims the Customer already has or can refer to and invoke based on the

Agreement.

4. In case the delivered product does not match the Agreement, the Customer needs to notify the Entrepreneur within a reasonable amount of time after discovering the deficiency. The Customer will hereby send pictures, to prove that the product does not match the Agreement.
5. In case the Entrepreneur considers the complaint to be valid, the products will be replaced, refunded or recovered after consulting with the Customer. The maximum refund is equal to the amount paid by the Customer for the product, considering the section about liability.

Section 11. Complaint procedure

1. In case the Customer has a complaint about a product (pursuant to the section about warranty and compliance) and/or other aspects of the service of the Entrepreneur, the Customer can file the complaint to the Entrepreneur by e-mail or mail. See personal information at the top of the Terms and Conditions. The Customer will add pictures to the complaint at all times if reasonably possible.
2. The Entrepreneur will respond to the complaint of the Customer as soon as possible, but at the latest within 5 days. If it's not possible to give a substantive or definitive answer, the Entrepreneur will respond to the Customer with a conformation of receiving the complaint and a term of when a substantive or definitive answer is expected within 5 days.

Section 12. Liability/Responsibility

1. This section is only applicable in case the Customer is an original or corporate person that is operating in the exercise of its profession or company.
2. The overall liability of the Entrepreneur towards the Customer because of accountable shortcoming in the performance of the Agreement is limited to refunding a maximum amount of the price stated in the Agreement (including VAT).
3. Liability of the Entrepreneur towards the Customer regarding indirect damage, surely including – but explicitly not exclusively – consequential damages, lost profits, missed savings, loss of information and damage by business interruption are excluded.
4. Except the two points mentioned before in this section, no liability is rest on the Entrepreneur towards the Customer for compensation, regardless of the ground on what the compensation would be based. The limitations mentioned in this section will come to expire at the moment the damage is the result of intent or fault of the Entrepreneur.
5. The liability of the Entrepreneur towards the Customer by reason of accountable shortcoming in the performance of the Agreement arises only when the Customer states the shortcoming immediately and valid written, also adding a reasonable term of purification of the shortcoming, and the Entrepreneur fails to perform its obligations even after that term. The notice of default should contain a description as detailed as possible (including pictures) of the shortcoming, so that the Entrepreneur is able to respond adequately.
6. A condition of beginning of any right to a compensation will always be that the Customer notifies the damage as soon as possible, but within 5 days, after the arising of the default to the Entrepreneur in a written way.
7. In case of odds, the Entrepreneur is not obligated to refund any of the resulted damage because of that towards the Customer.

Section 13. Reservation of ownership

1. As long as the Customer has not completed the full payment for the entire agreed amount, all supplied products will remain in ownership of the Entrepreneur.

Section 14. Personal data

1. The Entrepreneur will process the personal data of the Customer according to the privacy

policy published on the Website.

Section 15. Final clauses

1. The Dutch law is applicable to this Agreement.
2. To the extent that by rules of mandatory law is prescribed otherwise, all conflicts that may occur on the occasion of the Agreement will be presented to the authorized Dutch judge in the district where the Entrepreneur is settled.
3. In case a definition in this Agreement appears to be invalid, this will not affect the validity of the entire Terms and Conditions. Parties will in this case determine new definitions as a replacement, with which the meaning of the original definition is reflected as much as possible.
4. In this Terms and Conditions the definition of “written” also means communication by e-mail and fax, as long as the identity of the sender and the integrity of the e-mail is sufficiently established.