

Terms and Conditions orchids-shop.com

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

Article 1. Definitions

1. Entrepreneur: the original or corporate offering Products and/or services to consumers or wholesalers, from a distance.
2. Website: the website of the Entrepreneur, to be consulted by <http://www.orchids-shop.com> 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 registration at the website.
4. Agreement: every deal or agreement between Entrepreneur and Customer, of which the Terms and Conditions are an integral part.
5. Terms and Agreements: the present Terms and Agreements.
6. Product: plants and/or other items offered to the Customer on the Website of the Entrepreneur.

Article 2. Identity of the Entrepreneur

Name Entrepreneur:	Claessen Orchids and Plants BV
Business address:	Leveroyesdijk 3, 6034 SW Nederweert-Eind
Phone number:	0495-460990
E-mail address:	customercare@claessenorchids.com
VAT-number:	NL 154 770 693 B01
Open for visitors at:	Every last Saturday of the month* 9:00 AM – 17:00 PM (break from 12:00 – 12:45) <i>*unless stated otherwise on the Website</i>

Article 3. Relevance Terms and Conditions

1. The Terms and Conditions are applicable to all offers, agreements and deliveries of the Entrepreneur, unless another written agreement is made explicitly.
2. If the Client includes in his order any provisions or conditions that deviate from, or do not appear in the Terms and Conditions, confirmation or communication, these are only binding on the Entrepreneur if and insofar as these have been explicitly accepted by the Entrepreneur in writing.
3. If specific Product or service conditions are applicable besides the Terms and Conditions, both of the agreements are applicable, but the Customer may rely on the applicable clause in his best interest in case of confliction conditions.

Article 4. Prices and information

1. All prices listed on the Website and other materials derived from the Entrepreneur are including VAT and, unless stated otherwise on the Website, other charges imposed by the government.
2. If shipping costs are required, this will be mentioned explicitly and timely before closing the Agreement. The shipping costs will be displayed separately in the process of ordering.
3. The content of the Website has been selected with great care. The Entrepreneur cannot guarantee that all information listed on the Website is complete and correct at all times. All prices and information on the Website and in other materials derived from the Entrepreneur are subject to apparent programming 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 example of the concerned plant in an adult and/or blooming state (even if the plant is offered non-flowering or in a different plant stage, as stated in the specifications). 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 cannot be held responsible for (colour)deviations caused by quality of the screen and/or variation in display settings.

Article 5. Establishment of the Agreement

1. The Agreement is established at the time of acceptance by the Customer of the offer made by the Entrepreneur and thereby the fulfilment of the Terms and Conditions set by the Entrepreneur.
2. If the Customer accepted the offer online, the Entrepreneur confirms the acceptance of the online offer 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.

Article 6. Registration

1. To use the Website optimally, the Customer can register by the registration form / the 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 that 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. If the Customer knows or suspects that his login information got in hands of an unauthorized person, the Customer should change the password as soon as possible and/or notify the Entrepreneur, so that the Entrepreneur can take appropriate measures.

Article 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 Article.
2. The Entrepreneur is entitled to work with third parties while executing the obligations resulting out of the Agreement.
3. The processing time is 4 business days in principle. The method of delivery can take place in various ways and is at the Entrepreneur's option.
4. If 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 to a new delivery period or gets the possibility to cancel the Agreement without any costs.



5. The Entrepreneur advises the Customer to inspect the delivered Products and report any doubts and/or possible defects within a reasonable period of time, preferably by e-mail, considering the fact that plants are perishable goods. The responsibility to inspect the condition of the Product immediately after receipt is with the Customer, even if another third party appointed beforehand by him receives the Product. Read further Article 10 – Warranty and compliance.
6. As soon as the Products as ordered have been delivered at the provided address, the risk concerning these 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.

Article 8. Right of withdrawal/return

1. This Article 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, because of health protection or hygiene and whereof the seal is broken after delivery;
 - products that have been irrevocably mixed with other products after delivery.
3. In case a Customer orders a Product that is 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 for shipping and Product(s) paid by the Customer will be refunded upon return of the entire order, provided that it arrives in good condition.
6. The Customer will handle the Product and the package / packing material with great care, taking the term of the right of withdrawal in consideration, as mentioned in section 3 of this Article. The Customer will only open the package and use the Product 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 Consumer 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 section.
8. The Consumer can cancel the Agreement by sending the standard form for withdrawal (digitally) to the Entrepreneur within the term mentioned in section 3 of this Article, 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 mention in section 3 of this Article, 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 refunded as soon as possible but within 14 days after the confirmation of cancelling the Agreement, in the same way that the Customer has paid for the order. If 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 shipping method.
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 provided 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. If the Customer thinks that the Products do not match the Agreement, the conditions mentioned in Section 10 Warranty and compliance, apply.

Article 9. Payment

1. The Customer is ought to pay the Entrepreneur using one of the payment methods as provided in the order procedure and on the Website. The Entrepreneur is free to choose which payment methods are offered and may change these methods from time to time.
2. If the Customer does not live up to his paying obligation(s) in time, after being informed by the Entrepreneur of the late payment and the Entrepreneur has granted the Customer a period of 14 days to yet meet his payment obligations, he owes the Entrepreneur the legal interest rate over the amount due and the Entrepreneur is entitled to charge the extrajudicial collection costs incurred by Entrepreneur.

Article 10. Warranty and compliance

1. This Article is only applicable if a Customer does not operate in the exercise of his 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. If the delivered Product does not comply with the Agreement, the Customer must inform the Entrepreneur within a reasonable period of time after he as discovered the deficiency, bearing in mind that plants are perishable goods. The Customer will submit the necessary pictures of the Product to prove convincingly that the Products do not comply with the Agreement.
5. If 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 Article 12 – Liability/Responsibility.



Article 11. Complaint procedure

1. If the Customer has a complaint or any doubts about a product (pursuant to Article 10 – 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 contact details Article 2 – Identity Entrepreneur. 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 least within 4 business days. If it's not possible to give a substantive or definitive answer, the Entrepreneur will respond to the Customer within 4 business days with a conformation of receiving the complaint and a term of when a substantive or definitive answer is expected.

Article 12. Liability/Responsibility

1. This Article 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 is excluded.
4. Except the two sections mentioned before in this Article, 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 Article will come to expire at the moment the damage is a result of intent or fault of the Entrepreneur.
5. The liability of the Entrepreneur towards the Customer for accountable shortcoming in the performance of the Agreement arises only if the Customer gives the Entrepreneur a prompt and proper written notice of the shortcoming, thereby giving a reasonable term of purification of the shortcoming, and the Entrepreneur fails to perform his obligations even after that term. The notice of default should contain as detailed a description 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 shortcoming in a written way, as soon as possible, but within 5 days after arising of the default, taken into account that the Customer has the responsibility to check the condition of the Product immediately after receipt.
7. In case of force majeure, the Entrepreneur is not obligated to refund any of the resulted damage because of that towards the Customer.

Article 13. Packaging and Frost insurance

1. The Entrepreneur does his utmost at all times to pack the Product ordered by the Customer as carefully as possible in order to minimize the effects of transport, taking into account the fact that plants are living organisms and it is not 100% preventable that any reaction to transport occurs.
2. The Entrepreneur makes a careful assessment of the packing material and method that are most suitable at the time of packing the Product ordered by the Customer, taking into account various factors such as, but not limited to, plant species and weather conditions.
3. The Customer has the option to insure the ordered plants against cold damage, by adding a Forst insurance to his order, offered in both the shopping cart and the payment screen. In this case, the Entrepreneur determines which packing material and method to use based on the weather forecast for the place of destination as given by the Customer when committing to the Agreement.



4. If the Product is damaged by cold, despite the efforts of the Entrepreneur, the Customer should inform the Entrepreneur in writing as soon as possible but at least within 5 days after receipt of the Product about the cold damage, including clear pictures as proof of the damage.
5. If the Agreement contained a Frost insurance paid by the Customer and the Entrepreneur confirms the cold damage after assessment of the proof supplied by the Customer, the damage will be compensated by the Entrepreneur in consultation with the Customer and in a way appropriate to the regarding situation.

Article 14. Shipping and delivery

1. When the Products ordered by the Customer are ready for shipment, an automatically generated e-mail will be sent from the Entrepreneur to the e-mail address as given by the Customer with a link to track the shipment. In case this link doesn't work and/or other problems appear to occur during shipment, the Customer must inform the Entrepreneur as soon as possible, describing the situation as detailed as possible.
2. The Entrepreneur's Website contains indications of delivery times, as provided by the carrier. The delivery times are estimates of the number of business days that a package is in transport to the address specified by the Customer, beginning from the moment the package is shipped by the Entrepreneur. These delivery times are estimates, so may vary. The Entrepreneur has no direct influence on delays caused by the carrier.
3. The Entrepreneur has no direct influence on the way in which the carrier handles the package during transport and any damage to the Product ordered by the Customer caused by this or the loss of the package during transport.
4. In case the Customer notices or suspects problems during transport, the Customer should contact the Entrepreneur as soon as possible, describing the situation as detailed as possible after which the Entrepreneur confirms receipt of the message from the Customer and will forward the message to the carrier. The Customer will be kept informed by the Entrepreneur about relevant information provided by the carrier to the Entrepreneur.
5. After the Entrepreneur has been informed by the Customer of any problems during shipment, the matter will be shared with and handled by the carrier. The Entrepreneur keeps the Customer informed of progress but only provides a definitive answer regarding the handling of the matter after the carrier has made a statement about the matter, if necessary, based on research done by the carrier. The Entrepreneur has no influence on the duration of the investigation done by the carrier.
6. If a Product ordered by the Customer is damaged during transport and/or as a result of the shipment, the Customer should inform the Entrepreneur of the damage(s), within 24 hours after receiving the package, including pictures of the damage, the entire regarding Product and the packaging after which the Entrepreneur confirms receipt of the Customer's message and submits a complaint to the carrier.
7. If the carrier agrees with the claim for damages, the Entrepreneur will resolve the matter in consultation with the Customer by either refunding the purchase amount or resending the Product(s). If the relevant Product is not in stock (anymore), the Customer can select a replacement Product for the same amount.
8. If problems occurring during transport or as a result of the shipment, the Customer should keep both the regarding Product(s) and the packing material until the matter has been fully settled.

Article 15. 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.



Article 16. Personal data

1. The Entrepreneur will process personal data of the Customer according to the privacy policy published on the Website.

Article 17. 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 regarding 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 Terms and Conditions appears to be invalid, this will not affect the validity of the entire Terms and Conditions. In this case, parties will 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.