

TERMS AND CONDITIONS

#BronzGreen Bee



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Article 1 – Definitions

For the purposes of these terms and conditions, the following definitions shall apply:

- 1.** Withdrawal period: the period within which the consumer can exercise his right of withdrawal;
- 2.** Consumer: the natural person who is not acting in the exercise of a profession or business and enters into a distant contract with the entrepreneur;
- 3.** Day: calendar day;
- 4.** Duration transaction: a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
- 5.** Durable medium: any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
- 6.** Right of withdrawal: the possibility for the consumer to waive the distance contract within the revocation period;
- 7.** Model form: the model form for withdrawal that the entrepreneur makes available that a consumer can fill out when he wants to make use of his right of withdrawal.
- 8.** Entrepreneur: the natural or legal person who offers products and/or services to consumers from a distance;
- 9.** Distance contract: an agreement whereby, within the framework of a system organized by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
- 10.** Technique for distance communication: means that can be used for the conclusion of an agreement, without the consumer and entrepreneur having met simultaneously in the same room.
- 11.** General Terms and Conditions: the present General Terms and Conditions of the Entrepreneur.

Article 2 – Identity of the entrepreneur

Statutory name: BronzGreen Bee BV;

Business address: Jan Campertstraat 7, 6416SG Heerlen;

Phone number: +31 (0)85 06 05 161

Reachable: Monday up until Friday from 9.00 till 17.00

E-mail address: info@bronzgreenbee.com

Chamber of Commerce number: 77979079

Tax identification number: NL860387756B01

Article 3 – Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract and order that is concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general conditions shall be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be stated that the general conditions are available for inspection at the entrepreneur's premises and that they will be sent free of charge as soon as possible at the consumer's request.
3. If the distance contract is concluded electronically, in derogation from the previous paragraph and before the distance contract is concluded, the text of these general conditions may be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be viewed electronically and that, at the consumer's request, they will be sent electronically or otherwise free of charge.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply accordingly and the consumer may always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions.
5. If one or more provisions in these general conditions at any time are invalid or annulled in whole or in part, the remainder of the agreement and these conditions will remain in force and the provision in question will be replaced without delay in mutual

consultation by a provision that approaches the meaning of the original provision as closely as possible.

6. Situations not covered by these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.

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

Article 4 – The offer

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

2. The offer is non-binding. The entrepreneur is entitled to change and adapt the offer.

3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images these are a true reflection of the products and / or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

4. All images, specifications data in the offer are indicative and can not be a reason for compensation or dissolution of the agreement.

5. Images of products are a true representation of the products offered. Entrepreneur cannot guarantee that the colors displayed will exactly match the true colors of the products.

6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. In particular, this concerns:

- the price including taxes;
- the cost of shipping, if any;
- The way in which the agreement will be established and what actions are required for this;
- Whether or not the right of withdrawal applies;
- The method of payment, delivery and execution of the agreement;
- The period for accepting the offer, or the period within which the entrepreneur guarantees the price;
- the level of the rate for distance communication if the cost of using the technique for distance communication is calculated on a basis other than the regular basic rate for the means of communication used;
- whether the contract is archived after its conclusion and, if so, in what way it can be consulted by the consumer;

- The way in which the consumer, before the conclusion of the contract, can check the data provided by him in the context of the contract and, if desired, correct them;
- any other languages in which, besides Dutch, the agreement may be concluded;
- The codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in the case of an enduring transaction.

Article 5 – The agreement

1. The agreement comes into effect, subject to the provisions of paragraph 4, at the time of acceptance by the consumer of the offer and the fulfilment of the conditions set therein.

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

3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transmission of data and will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

4. The entrepreneur may – within legal frameworks – to inform the consumer about his payment obligations, as well as all those facts and factors that are important for a sound conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reason not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation.

a. The entrepreneur will include with the product or service to the consumer the following information, in writing or in such a way that the consumer can be stored in an accessible manner on a durable medium;

b. The visiting address of the establishment of the entrepreneur where the consumer can go with complaints;

c. the conditions under which and the way in which the consumer may exercise the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal;

d. the information on warranties and existing after-sales service;

e. The data included in article 4, paragraph 3 of these conditions, unless the entrepreneur has already provided this data to the consumer before the execution of the agreement;

f. The requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration.

g. In the case of an enduring transaction, the provision in the previous paragraph shall apply only to the first delivery.

h. Every agreement is entered into under the suspensive conditions of sufficient availability of the relevant products.

Article 6 – Right of withdrawal

Upon delivery of products:

1. When purchasing products, the consumer has the opportunity to dissolve the contract without giving reasons for 14 days. This reconsideration period commences on the day after receipt of the product by the consumer or a representative previously designated by the consumer and announced to the entrepreneur.

2. During the reconsideration period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to judge whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories and – if reasonably possible – in the original condition and packaging to the entrepreneur, according to the entrepreneur provided reasonable and clear instructions.

3. When the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days, after receipt of the product. The consumer must make this known by means of the model form. After the consumer has made it known that he wants to use his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods were returned on time, for example by means of proof of shipment.

4. If, at the end of the periods specified in paragraphs 2 and 3, 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.

[Download the model form for withdrawal here](#)

Article 7 – Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, he shall bear no more than the cost of return shipment.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days after withdrawal. This is subject to the condition that the product has already been received back by the merchant or conclusive proof of complete return can be provided. Refunds will be made via the same payment method used by the consumer unless the consumer expressly authorizes another payment method.
3. If the product is damaged due to careless handling by the consumer himself, the consumer is liable for any reduction in the value of the product.
4. The consumer can not be held liable for depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this should be done before the conclusion of the purchase agreement.

Article 8 – Exclusion of right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly stated this in the offer, at least in good time before concluding the contract.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. That have been created by the entrepreneur in accordance with the specifications of the consumer;
 - b. That are clearly personal in nature;
 - c. Which by their nature cannot be returned;
 - d. That may spoil or age rapidly;
 - e. Whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence;
 - f. For individual newspapers and magazines;
 - g. For audio and video recordings and computer software of which the consumer has broken the seal.
 - h. For hygienic products where the consumer has broken the seal.

3. Exclusion of the right of withdrawal is only possible for services:

- a. Concerning lodging, transportation, restaurant business or leisure activities to be performed on a certain date or during a certain period;
- b. Whose delivery began with the consumer's express consent before the reconsideration period expired;
- c. Concerning betting and lotteries.

Article 9 – The price

- 1.** During the validity period mentioned in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
- 2.** Notwithstanding the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any prices mentioned are target prices are mentioned with the offer.
- 3.** Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or provisions.
- 4.** Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated it and:
 - a. They are the result of statutory regulations or provisions; or
 - b. The consumer has the power to terminate the contract from the day on which the price increase takes effect.
- 5.** The prices mentioned in the offer of products or services include VAT.
- 6.** All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 10 – Conformity and warranty

1. The entrepreneur guarantees that the products and / or services meet the agreement, the specifications listed in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer under the agreement can assert against the entrepreneur.
3. By additional guarantee is meant any commitment of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in case he has failed to fulfill his part of the agreement.

Article 11 – Delivery and execution

1. The entrepreneur will take the utmost care in receiving and carrying out orders for products and in assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but not later than 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot be filled or can be filled only partially, the consumer will be informed about this within 30 days after the order was placed. In this case, the consumer has the right to terminate the contract without charge. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any deadlines mentioned. Exceeding a deadline does not entitle the consumer to compensation.
5. In case 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 at the latest within 14 days after dissolution.
6. If delivery of an ordered product turns out to be impossible, the entrepreneur will make an effort to make a replacement item available. No later than at the time of delivery, it will be reported in a clear and understandable manner that a replacement item is being delivered. In the case of replacement items, the right of withdrawal cannot be excluded. The cost of any return shipment shall be borne by the entrepreneur.

7. The risk of damage and / or loss of products rests with the entrepreneur until the time of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless otherwise expressly agreed.

Article 12 – Duration transactions: duration, termination and renewal

Termination

1. The consumer may terminate a contract of indefinite duration, which extends to the regular delivery of products (including electricity) or services at any time, subject to the agreed termination rules and a notice of up to one month.
2. The consumer may terminate a fixed-term contract that was concluded for the regular supply of products or services at any time at the end of the fixed term, subject to the agreed termination rules and a notice period of up to one month.
3. The consumer may opt for the following concerning the agreements mentioned in the previous paragraphs:
 - terminate at any time and shall not be limited to termination at any particular time or in any particular period;
 - at least terminate in the same manner as they were entered into by him;
 - always terminate with the same notice as the entrepreneur has stipulated for himself.

Extension

1. A contract entered into for a definite period of time and which is for the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a definite period of time.
2. Notwithstanding the preceding paragraph, a contract for a definite period, which extends to the regular delivery of daily or weekly newspapers and magazines may be tacitly renewed for a fixed period of up to three months if the consumer can terminate this renewed contract towards the end of the extension with a notice of up to one month.
3. A contract for a definite period, which extends to the regular delivery of products or services, may only be extended tacitly for an indefinite period if the consumer may terminate at any time with a notice of up to one month and a notice of up to three months in case the contract is for the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

4. An agreement with a limited duration for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration

1. If a contract has a duration of more than one year, after one year the consumer may terminate the contract at any time with a notice period of up to one month, unless reasonableness and fairness dictate against termination before the end of the agreed term.

Article 13 – Payment

1. Insofar as not otherwise agreed upon, the amounts owed by the consumer should be paid within 7 working days after the start of the reconsideration period as referred to in article 6, paragraph 1. In the case of a contract to provide a service, this period shall begin after the consumer receives confirmation of the contract.

2. The consumer has the duty to immediately report inaccuracies in payment data provided or mentioned to the entrepreneur.

3. In the event of non-payment on the part of the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 14 – Complaint procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaint procedure.

2. Complaints about the implementation of the agreement must be submitted to the entrepreneur within 7 days fully and clearly described, after the consumer has found the defects.

3. Complaints submitted to the entrepreneur shall 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 the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute resolution procedure.

5. In case of complaints, a consumer should first turn to the entrepreneur. If the store is affiliated with Stichting WebwinkelKeur and complaints cannot be resolved by mutual agreement, the consumer should contact Stichting WebwinkelKeur

(www.webwinkelkeur.nl), who will mediate for free. Check if this online store has a current membership via <https://www.webwinkelkeur.nl/ledenlijst/>. If there is still no solution, the consumer has the possibility to let his complaint be handled by the independent dispute resolution commission appointed by Stichting WebwinkelKeur, the decision of which is binding and both the entrepreneur and the consumer agree to this binding decision. There are costs associated with submitting a dispute to this Disputes Committee, which must be paid by the consumer to the relevant committee. It is also possible to file complaints via the European ODR platform (<http://ec.europa.eu/odr>).

- a. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
- b. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at his discretion, either replace or repair the delivered products free of charge.

Article 15 – Disputes

- 1.** Contracts between the entrepreneur and the consumer to which these general conditions relate, are exclusively governed by Dutch law. Even if the consumer resides abroad.
- 2.** The Vienna Sales Convention does not apply.

Article 16 – Additional or deviating provisions

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

TERMS AND CONDITIONS

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