

## **Article 1 — Definitions**

- 1.1 tastea: the company established under the firm tastea B.V., established in Geleen and registered with the Chamber of Commerce under registration number 73257591.
- 1.2 Website: tastea's website, which can be consulted at [www.tastea.eu](http://www.tastea.eu)
- 1.3 Customer: every visitor of the website or any natural or legal person who is in or enters into a contractual relationship with tastea of any kind whatsoever.

## **Article 2 — Applicability of the General Terms & Conditions**

- 2.1 The general terms & conditions are applicable to all offers, agreements and deliveries by tastea, unless explicitly agreed otherwise in writing.
- 2.2 If the customer in the acceptance of his/her contract, confirmation or communication takes up conditions or provisions which deviate from or do not appear in these general terms & conditions, these are only binding for tastea if and in so far as these have been expressly accepted by tastea in writing.
- 2.3 By using tastea's website and/or placing an order, you agree to tastea's general terms & conditions.

## **Article 3 — Agreement**

The agreement will come into force at that point at which the customer accepts tastea's offer, and at which the terms & conditions stipulated by tastea which are provided during the ordering process are fulfilled.

3.2 tastea can cancel or refuse to accept an order for the following reasons:

- if there is a technical fault and/or a typographical fault in the prices or in the other product information which was at the time of the order stated on the website.
- if the ordered product is not available or is not in stock, if tastea can ascertain that the order may be fraudulent,
- if there are reasons to believe that the customer is a minor,
- if tastea has not been able to deliver the order at the supplied delivery address. In such cases, tastea will refund any paid amount in full.

## **Article 4 — Prices and information**

- 4.1 All prices on the website or in any other materials from tastea are in euros and include VAT, unless otherwise stated.
- 4.2 If shipping costs are added, this will be made clear before the completion of the agreement. These costs will be displayed separately in the ordering process.
- 4.3 The contents of the website have been put together with the greatest care. However, tastea cannot guarantee that all information on the website is correct and complete at all times. All prices and additional information on the website and in other materials from tastea are under reservation of possible errors. Products may vary somewhat from the images on the website.

## Article 5 — Payment

- 5.1 The customer must fulfil tastea's conditions according to the ordering process or the payment methods specified on the website.
- 5.2 tastea reserves the right to terminate with immediate effect or suspend any (further) orders until the customer has completely fulfilled the payment obligation.

## Article 6 — Delivery

- 6.1 An indication is given on the website within which time frame the products will be delivered. These delivery times serve merely as an indication and should not be considered firm dates. If no delivery time has been agreed or indicated, then the products will in any case be delivered within 30 days.
- 6.2 The customer is obliged to correctly fill in the personal details. This is to prevent incidents during delivery, such as incorrect addresses, inability to find someone at the address.

## Article 7 — Right of withdrawal

- 7.1 The customer has the right to revoke the agreement with tastea within 14 calendar days after delivery of the product free of charge without having to state a reason.
- 7.2 If the customer wishes to make use of the right of withdrawal, they must make tastea aware of this in writing within 14 calendar days by sending an email to [retour@tastea.eu](mailto:retour@tastea.eu) with the order number.
- 7.3 The customer must return the product as quickly as possible, but in any case within 14 days after indicating in writing that they wish to make use of the right of withdrawal, in its original condition and packaging in line with the reasonable and clear instructions given by tastea. The products can be returned to following address: tastea, Schuttersstraat 26 D, 6191 RZ te BEEK (the Netherlands).
- 7.4 During the withdrawal period, the customer will treat the product and its packaging carefully. The product may only be returned if the following conditions are fulfilled:
  - the product is unused,
  - the product is unopened,
  - the product is complete,
  - the product is undamaged.
- 7.5 The shipping costs for the return of the product will be paid by the customer.
- 7.6 If the customer makes use of the right of withdrawal, tastea will refund all sums paid by the customer, including any payments made by the customer for shipping. The return costs for the return shipment of the product will be paid by the customer.
- 7.7 The refund will take place within 14 days from the date on which the customer has communicated that they wish to make use of the right of withdrawal. tastea is within its rights to not make the refund until tastea has received the returned product or until the customer has provided proof of shipping.
- 7.8 For the refund, tastea will use the same payment method as was used by the customer, unless the customer requests a different method. The refund will be free of charge for the customer.

## **Article 8 — Complaints procedure**

- 8.1 tastea does its utmost to deliver orders placed in a timely and flawless manner. Complaints concerning orders, deliveries or the products delivered should be made by the customer, on expiry of the right to claim, within 30 days of delivery in writing to tastea.
- 8.2 tastea will not have to fulfil the order and will not be required to remunerate any damage if the order is not, not correctly or not completely delivered to the customer on account of force majeure.

## **Article 9 — Intellectual property rights**

- 9.1 The intellectual property rights concerning the website and all other materials from tastea, including the copyright of logos, slogans, images, photos and other visual material remain with tastea or third parties engaged by tastea.
- 9.2 Visitors of the websites are not permitted to make any content of tastea's website or any other materials from tastea available to third parties, in any way whatsoever, to reproduce, distribute or send them in any way whatsoever or to incorporate or reuse them in a document or any other material without the express written permission of tastea in advance.

## **Article 10 — Personal details**

- 10.1 The customer is aware that certain personal details are made available to tastea when an order is placed online.
- 10.2 The processing of personal details conforms with the Personal Data Protection Act (Wet Bescherming Persoonsgegevens - WBO).
- 10.3 By agreeing to these general terms & conditions, the customer gives tastea permission to process his/her personal details in terms of use for tastea's commercial purposes.

## **Article 11 — Liability**

- 11.1 tastea is not liable for any damage which the customer suffers as a result of a shortcoming in the fulfilment of the agreement or otherwise, unless there is intent or gross fault.
- 11.2 tastea is not liable for any damage caused as a result of the customer providing incorrect details.
- 11.3 tastea is not liable for damage resulting from incorrect following of advice given by tastea.
- 11.4 Any liability by tastea for indirect damage, which includes consequential damage, lost profit or losses suffered is expressly excluded.
- 11.5 In all cases, tastea's liability is expressly limited to the amount which is paid out in a specific case by tastea's liability insurer. If, and in so far for any reason whatsoever, no payment on the part of tastea's liability insurer takes place, tastea's liability is expressly limited to five times the amount which tastea charged to the client.

## **Article 12 — Disputes**

- 12.1 In the case that any provision in these general terms & conditions is void or is voided, the validity of the remaining provisions will remain unaffected. tastea and the customer will in such a case enter into discussion in order to replace the void provisions with new ones, or to agree on voided provisions, whereby the goal and purport of the original provision will be taken into account.
- 12.2 Every legal relationship with tastea is subject to Dutch law.
- 12.3 The court of Limburg will be the competent court for all disputes resulting from the order, unless mandatory provisions ordain a different court.

## **Article 13**

A varying and balanced nutrition plus a healthy lifestyle are and will be important. Like mentioned before, the possible effects of this tea are depending of various factors which means Tastea can't be held responsible for any relation between drinking the tea and possible occurring effects.