

Terms & Conditions

Wellness Innovations B.V. (Testa Omega 3)

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Article 1 – Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

Entrepreneur: Wellness Innovations (Testa Omega 3);

Consumer: the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities;

Day: calendar day;

Distance contract: a contract concluded by the Entrepreneur and the Consumer within the scope of an organised system for distance selling products, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;

Reflection period: the period during which the Consumer may use his right of withdrawal;

Right of withdrawal: the Consumer's option not to proceed with the distance agreement within the cooling-off period;

Standard form for withdrawal: the European standard form for withdrawal included in Appendix 1;

Sustainable data carrier: any means, including email, that allow the Consumer or the Entrepreneur to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible.

Technology for distance communication: a means to be used for concluding an agreement without the Consumer and the Entrepreneur being together in the same place at the same time.

Article 2 – The Entrepreneur’s identity

Wellness Innovations B.V. (Testa Omega 3)
Dammerweg 15d
1394 GM Nederhorst den Berg

P.O. box:
Postbus 17232
1001 JE Amsterdam

We can be reached by phone: 020 - 820 45 29 between 09:00 uur and 17:00
We can be reached by email: info@testa-omega3.com

Chamber of Commerce number: 59889861
We are VAT registered in the Netherlands under number: NL853682975B01

Article 3 – Applicability

1. These General Terms and Conditions apply to any offer from the Entrepreneur and to any distance contract concluded by the Entrepreneur and the Consumer.
2. Before concluding a distance contract, the Entrepreneur shall make the text of these General Terms and Conditions available free of charge and as soon as possible. If this is reasonably impossible, the Entrepreneur shall indicate in what way the General Terms and conditions can be inspected and that they will be sent free of charge if so requested, before the distant contract is concluded.
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long-term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically and that they will be sent to at the Consumer’s request free of charge, either by electronic means or otherwise, before concluding the distance contract.
4. In the event that specific product conditions apply in addition to these General Terms and Conditions, the second and third paragraphs shall apply accordingly, and in the event of contradictory terms and conditions, the Consumer may always appeal to the applicable provision that is most favourable to him/her.

Article 4 – The offer

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products offered. The description is suitably detailed to enable the Consumer to assess the products adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products provided. Obvious errors or mistakes in the offer do not bind the Entrepreneur.
3. All offers contain such information that it is clear to the Consumer what rights and obligations are attached to accepting the offer.

Article 5 – The contract

1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.
2. If the Consumer accepted the offer by electronic means, the Entrepreneur shall promptly confirm receipt of having accepted the offer by electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.
3. If the contract is concluded electronically, the Entrepreneur will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, the Entrepreneur shall observe appropriate security measures.
4. The Entrepreneur may, within the limits of the law, gather information about Consumer's ability to fulfil his payment obligations, and all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request supported by reasons, or to attach special terms to the implementation.
5. Before delivering the product, the Entrepreneur shall send the following information along with the product in writing or in such manner that the Consumer can store it in an accessible manner on a long-term data carrier:
 - a. the visiting address of the Entrepreneur's business establishment where the Consumer may get into contact with any complaints;
 - b. the conditions on which and the manner in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about his being exempted from the right of withdrawal;
 - c. the information corresponding to existing after-sales services and guarantees;
 - d. the price including all taxes of the product, where applicable the delivery costs and the way of payment, delivery or implementation of the distance contract;
 - e. the standard form for withdrawal if the Consumer has the right of withdrawal.

Article 6 – Right of withdrawal

1. The Consumer can repudiate a purchase contract for a product without giving reasons for a period of reflection of at least 14 days.
2. The reflection period referred to in sub-clause 1 starts on the day the product is received by the Consumer or by a third party appointed by him in advance and who is not the carrier, or
 - a. if the Consumer ordered several products in the same order: the day on which the Consumer or a third party appointed by him received the last product.
 - b. in case the delivery of a product consists of several batches or parts: the day on which the Consumer or a third party appointed by him received the last batch or the last part.

Article 7 – Consumer’s obligations during the time of reflection

1. During this period, the Consumer shall handle the product and the packaging with care. The Consumer shall only unpack or use the product to the extent necessary for establishing the nature, the characteristics and the effect of the product. The guiding principle is that the Consumer may only handle and inspect the product in the manner in which one is allowed to handle a product in a shop.
2. The Consumer is only liable for the decrease in value of the product that is caused by the way of handling the product which went further than allowed in sub-section 1.
3. The Consumer is not liable for the decrease in value of the product if the Entrepreneur has not provided him with all legal information about the right of withdrawal before concluding the Agreement.

Article 8 – Exercising the Consumer’s right of withdrawal

1. If the Consumer exercises his right of withdrawal he shall notify the Entrepreneur unambiguously with the standard form for withdrawal or by other means in writing within the period of reflection.
2. The Consumer shall return the product or deliver it to (the authorized representative of) the Entrepreneur as soon as possible but within 14 days counting from the day following the notification referred to in sub-clause 1. The Consumer observed the period of returning the product in any event if the product is returned before the expiration of the period of reflection.
3. The Consumer shall return the product with all delivered accessories and if reasonably possible in the original state and packing and in conformity with reasonable and clear instructions given by the Entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the Consumer.
5. The Consumer shall bear the direct costs of returning the product. If the Entrepreneur has not reported that the Consumer has to bear these costs or if the Entrepreneur pointed out that he will bear the costs himself, the Consumer need not pay the cost of returning the product.

Article 9 – Entrepreneur’s obligations in case of withdrawal

1. If the Entrepreneur makes the notification of withdrawal by electronic means possible, he shall promptly send a return receipt.
2. The Entrepreneur shall reimburse all payments made by the Consumer, including any delivery costs that the Consumer may charge for the returned product, as soon as possible but within 14 days following the day on which the Consumer notified him of the withdrawal. The entrepreneur can wait with paying back until having received the product or until the Consumer proved that he returned the product, whichever occurs first.
3. The Entrepreneur shall make use of the same means of payment that the Consumer used, unless the Consumer consents to another method. The reimbursement is free of charge for the Consumer.
4. If the Consumer opted for a more expensive method of delivery instead of the cheapest standard delivery, the Entrepreneur need not reimburse the additional costs for the more expensive method.

Article 10 - The price

1. The prices of the products provided shall not be raised during the validity period given in the offer, subject to changes in price due to changes in VAT rates.
2. All prices indicated in the provision of products or services are including VAT.

Article 11 – Performance of an agreement

The Entrepreneur guarantees that the products comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded.

Article 12 – Delivery and execution

1. The Entrepreneur shall exercise the best possible care when booking orders and executing product orders.
2. The place of delivery is at the address given by the Consumer to the Entrepreneur.
3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, the Entrepreneur shall execute accepted orders with convenient speed but at least within 30 days, unless another delivery period was agreed on. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within one month after ordering. In such cases, the Consumer is entitled to repudiate the contract free of charge.
4. After repudiation in conformity with the preceding paragraph, the Entrepreneur shall return the payment made by the Consumer promptly but at least within 30 days after repudiation.
5. The risk of loss and/or damage to products will be borne by the Entrepreneur until the time of delivery to the Consumer or a representative appointed in advance and made known to the Consumer, unless explicitly agreed otherwise.

Article 13 – Payment

1. Unless otherwise stipulated in the agreement or in the additional conditions, the amounts to be paid by the Consumer must be settled within 14 days after the period of reflection, or if there is no period of reflection within 14 days after concluding the agreement.
2. When selling products to Consumers, it is not permitted to negotiate an advance payment of more than 50% in the General Terms and Conditions. If an advance payment was agreed, the Consumer may not assert any right regarding the execution of the order in question or the service(s) in question before making the agreed advance payment.
3. The Consumer has the duty to inform the Entrepreneur promptly of possible inaccuracies in the payment details that were given or specified.
4. In case the Consumer has not complied with his payment obligation(s) in time, and the Entrepreneur has pointed out to him that the payment was late and allowed the Consumer a period of 14 days to comply with the payment obligations, the Consumer is to pay the statutory interest on the amount payable and the Entrepreneur is entitled to charge the Consumer with any extrajudicial collection costs.

Article 14 – Complaints procedure

1. The Entrepreneur shall have a sufficiently notified complaints procedure in place, and shall handle the complaint in accordance with this complaint procedure.
2. Complaints about the performance of the contract shall be submitted fully and clearly described to the Entrepreneur within a reasonable time after the Consumer discovered the defects.
3. The complaints submitted to the Entrepreneur shall be replied within a period of 14 days after the date of receipt. Should a complaint require a foreseeable longer time for handling, the Entrepreneur shall respond within 14 days with a notice of receipt and an indication when the Consumer can expect a more detailed reply.

Article 15 – Disputes

Contracts between the Entrepreneur and the Consumer to which these General Terms and Conditions apply, are exclusively governed by Dutch law, respecting the EU Regulation on the law applicable to contractual obligations (Rome I).

Article 16 - Additional provisions or derogations

Additional provisions of and/or derogations from these General Terms and Conditions should not be to the Consumer's detriment and must be put in writing or recorded in such a way that the Consumer can store them in an accessible manner on a long-term data carrier.

Article 17 – Amendments to the General Terms and Conditions

Amendments to these Terms and Conditions are valid only after being published in the appropriate way, provided that in case of appropriate amendments, the provision that is most favourable for the Consumer shall prevail during the validity of an offer.

Appendix I: Standard form for withdrawal

Standard Form for Withdrawal

(Complete this form and return it only when you want to revoke the agreement)

To:

Wellness Innovations B.V. (Testa Omega 3)
Dammerweg 15d
1394 GM Nederhorst den Berg

Postadres:
Postbus 17232
1001 JE Amsterdam

E-mailadres: info@testa-omega3.com

- I/We hereby inform you that I/we wish to revoke our agreement on the sale of the following products: [specification of the product]*

- Ordered on*/received on* [date of or receiving products]*

- [Consumer's name]

- [Consumer's address]

- [Consumer's signature] (only when this form is submitted on paper)

*) Delete and/or complete where appropriate.