

General terms and conditions Kabrita.com

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Article 1 – Definitions

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

1. **Reflection period:** the period during which the Consumer may use his right of withdrawal;
2. **Consumer:** the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities;
3. **Day:** calendar day;
4. **Continuing performance contract:** a contract serving to deliver goods, services and/or digital content in a given period;
5. **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.
6. **Right of withdrawal:** the Consumer's option not to proceed with the distance agreement within the cooling-off period;
7. **Entrepreneur:** the natural or legal person who provides products, (access to) digital content and or services to Consumers at a distance;
8. **Distance contract:** a contract concluded by the Entrepreneur and the Consumer within the scope of an organized system for distance selling products, digital content and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;
9. **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

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The Netherlands

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Chamber of Commerce number: 55411886
Vat number: NL8516.96.788.B.01

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 via electronic means or otherwise, before concluding the distance contract;
4. In the event that specific product or service condition 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 favorable 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, digital content and/or services offered. The description is suitably detailed to enable for the Consumer to assess the products, or services and/or digital content adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products and/or

services 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.
4. For some products a maximum order quantity applies. If the maximum order quantity is exceeded, the over-ordered products will be canceled and the purchase price will be refunded within the legal term. In case of malicious exceedance, a €5,- fee for administration costs will be deducted from the purchase amount.

Article 5 – The agreement

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 via electronic means, the Entrepreneur shall promptly confirm receipt of having accepted the offer via 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 organizational 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, the service or the digital content in writing or in such manner that the Consumer can store it in an accessible manner on a long-term data carrier:
 1. the visiting address of the Entrepreneur's business establishment where the Consumer may get into contact with any complaints;
 2. 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;
 3. the information corresponding to existing after-sales services and guarantees;
 4. The price including all taxes of the product, service or digital content, where applicable the delivery costs and the way of payment, delivery or implementation of the distance contract;
 5. the requirements for cancelling the contract if the contract has a duration of more than one year or for an indefinite period of time.
 6. 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 14 days. The Entrepreneur may ask the Consumer about the reason for the withdrawal but cannot force him to state his reason(s).
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.
3. 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. Due to the nature of the product, only unopened tins can be returned.
4. 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.

Article 7 – Costs in case of withdrawal

1. The Consumer shall bear the direct costs of returning the product.
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 30 days following the day on which the Consumer notified him of the withdrawal.

Article 8 – Performance of an agreement and extra Guarantee

1. The Entrepreneur guarantees that the products and/or services 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. If agreed, the Entrepreneur also guarantees that the product is suitable for other than normal use.
2. An extra guarantee offered by the Entrepreneur, his Supplier, Manufacturer or Importer shall never affect the rights and claims the Consumer may exercise against the Entrepreneur about a failure in the fulfilment of the Entrepreneur's obligations if the Entrepreneur has failed in the fulfilment of his part of the agreement.

Article 9 – Delivery and execution

1. The Entrepreneur shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services.
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 and with the right to possible compensation.

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 10 – 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.
4. If the complaint cannot be solved in joint consultation within a reasonable time or within 3 months after submitting the complaint, there will be a dispute that is open to the dispute settlement rules.

Article 11 – Disputes

1. Contracts between the Entrepreneur and the Consumer to which these General Terms and Conditions apply, are exclusively governed by Dutch law.

Article 12 - Additional provisions or derogations

1. 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.