ARTICLE 1 – DEFINITIONS

In these terms and conditions, the following definitions apply:

Additional agreement: an agreement whereby the consumer acquires products, digital content, and/or services in connection with a distance contract, and these are delivered by the entrepreneur or a third party based on an agreement between that third party and the entrepreneur.

Withdrawal period: the period within which the consumer may exercise the right of withdrawal.

Consumer: the natural person who does not act for purposes related to his trade, business, craft, or professional activity.

Day: calendar day.

Digital content: data produced and supplied in digital form.

Duration contract: a contract that aims at the regular delivery of goods, services, and/or digital content during a set period.

Durable data carrier: any tool that enables the consumer or entrepreneur to store information addressed personally to them in a manner that allows future consultation for a period appropriate to the purpose of the information, and that allows unchanged reproduction of the stored information.

Right of withdrawal: the consumer's ability to withdraw from the distance contract within the withdrawal period.

Entrepreneur: the natural or legal person who is a member of the Webshop Trustmark Foundation and offers products, (access to) digital content, and/or services to consumers at a distance.

Distance contract: a contract concluded between the entrepreneur and the consumer within the framework of a system for distance selling, whereby up to the moment of concluding the contract, exclusive or partial use is made of one or more means of distance communication.

Model withdrawal form: the European model withdrawal form included in Annex I of these terms and conditions.

Means of distance communication: any means that can be used for concluding a contract without the consumer and entrepreneur being together in the same room.

ARTICLE 2 – IDENTITY OF THE ENTREPRENEUR

Bloesem Remedies Nederland - De 3Vrouwen
Resistered address: St. Jansstraat 3

Visiting address: St. Jansstraat 5
0031-772300011 bereikbaar op: maandag t/m vrijdag: 09.00-17.00 uur.
info@bloesemremedies.com
KvK-nummer: 12023111
BTW-identificatienummer: NL8000.93.628.B01

If the entrepreneur's activity is subject to a licensing system: details of the supervisory authority.

If the entrepreneur exercises a regulated profession:

• the professional association or organisation to which he belongs;

• the professional title and the EU/EEA country where it was issued;

• a reference to the applicable professional rules and how they can be accessed.

ARTICLE 3 – APPLICABILITY

These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.

Before the distance contract is concluded, the entrepreneur shall make the text of these general terms and conditions available to the consumer. If this is not reasonably possible, the entrepreneur shall indicate where the terms can be viewed and that they will be sent free of charge at the consumer's request.

If the distance contract is concluded electronically, the terms may be made available electronically in such a way that the consumer can easily store them on a durable data carrier.

If specific product or service terms apply in addition to these general terms and conditions, the consumer may rely on the most favourable provision.

ARTICLE 4 – THE OFFER

If an offer has a limited validity period or is subject to conditions, this must be clearly stated.

The offer contains a complete and accurate description of the offered products, digital content, and services, enabling proper evaluation by the consumer. Images used must reflect the product truthfully.

Obvious errors do not bind the entrepreneur.

The offer must clearly state the rights and obligations associated with its acceptance.

ARTICLE 5 – THE AGREEMENT

The agreement becomes valid once the consumer accepts the offer and complies with the stated conditions.

If acceptance occurs electronically, the entrepreneur shall immediately confirm receipt electronically. Until this confirmation is received, the consumer may dissolve the agreement.

The entrepreneur shall take appropriate technical and organisational measures to secure electronic data transfer and ensure a safe environment for online payment.

The entrepreneur may verify whether the consumer can meet payment obligations. If Justified, the entrepreneur may refuse or impose special conditions.

Upon delivery, the entrepreneur shall provide:

• the address for complaints;

• information on the right of withdrawal or its exclusion;

• warranty information;

• price including taxes and delivery costs;

• payment, delivery, and performance details;

• cancellation conditions in case of a long-term contract;

• the withdrawal form if applicable.

ARTICLE 6 – RIGHT OF WITHDRAWAL

For products:

The consumer may withdraw within at least 14 days without giving reasons.

The withdrawal period starts the day after the consumer or a designated third party receives the product.

If multiple products are ordered, the period starts after the last product is received.

For services and digital content not supplied on a tangible medium, the consumer may withdraw within at least 14 days from the day after conclusion of the agreement.

Extended withdrawal period applies if the entrepreneur fails to provide mandatory information about the right of withdrawal.

ARTICLE 7 – OBLIGATIONS OF THE CONSUMER DURING THE WITHDRAWAL PERIOD

The consumer must handle the product and packaging carefully.

Use is limited to what is needed to determine characteristics and functioning—similar to inspection in a physical shop.

The consumer is liable for diminished value resulting from improper use unless the entrepreneur failed to provide mandatory information beforehand.

ARTICLE 8 – EXERCISE OF THE RIGHT OF WITHDRAWAL

Withdrawal must be reported within the withdrawal period using the model form or another clear statement.

The product must be returned within 14 days after withdrawal notice.

Returns must include all accessories and original packaging where reasonably possible.

Return costs are borne by the consumer unless otherwise stated.

In case of withdrawal from services or utilities already started at the consumer's request, the consumer must pay proportionally for the consumed part.

The consumer incurs no costs if the entrepreneur failed to inform about withdrawal, did not obtain explicit consent, or did not confirm statements.

ARTICLE 9 – OBLIGATIONS OF THE ENTREPRENEUR IN CASE OF WITHDRAWAL The entrepreneur shall acknowledge withdrawal without delay.

All payments including standard delivery charges must be refunded within 14 days after notification, unless the entrepreneur chooses to wait until receipt of returned goods.

Refunds use the same payment method unless agreed otherwise.

Extra delivery costs for non-standard shipping need not be refunded.

ARTICLE 10 – EXCLUSION OF THE RIGHT OF WITHDRAWAL

Withdrawal may be excluded only if clearly stated before conclusion, for example:

• products subject to market fluctuations,

• public auctions,

• fully performed services with consent,

• time-bound leisure activities,

• customised products,

• perishables,

• sealed hygiene products after broken seal,

• mixed products,

• alcohol delivered later than 30 days,

• unsealed audio/video/software,

• newspapers or magazines (except subscriptions),

• digital content once execution begins with explicit consent.---

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ARTICLE 11 – PRICE

Prices shall not be increased during the validity period except for VAT changes.

Variable pricing due to financial markets is allowed if stated clearly.

Price increases within 3 months require legal grounds.

Later price increases are allowed if agreed and the consumer may cancel the contract.

Prices include VAT.

ARTICLE 12 – COMPLIANCE AND GUARANTEE

The entrepreneur ensures that products/services comply with the agreement and meet reasonable expectations.

Extra guarantees do not limit consumers' legal rights.

ARTICLE 13 – DELIVERY AND EXECUTION

The entrepreneur handles orders with care.

Delivery occurs at the address provided by the consumer.

Delivery must occur within 30 days unless otherwise agreed. Delays must be reported; the consumer may dissolve the contract and receive a refund.

Risk passes to the consumer upon delivery.

ARTICLE 14 – DURATION CONTRACTS, TERMINATION AND RENEWAL

Consumers may terminate unlimited-duration contracts at any time with at most one month's notice.

Fixed-term contracts may be terminated at the end of the agreed term with at most one month's notice.

Silent renewal is limited and regulated.

Trial subscriptions end automatically.

ARTICLE 15 – PAYMENT

Unless otherwise stated, payments must occur within 14 days after the withdrawal period or conclusion of the agreement.

Advance payments may not exceed 50%.

If payments fail, the consumer must be reminded and given 14 days to comply. After this, statutory interest and collection costs apply.

ARTICLE 16 – COMPLAINTS PROCEDURE

The entrepreneur must have a publicly available complaints procedure.

Complaints must be submitted promptly and are answered within 14 days.

Unresolved complaints may be escalated to the Webshop Disputes Committee.

ARTICLE 17 – DISPUTES

Dutch law applies.

Disputes can be submitted to the Webshop Disputes Committee.

The Committee only handles disputes submitted after the consumer has first complained to the entrepreneur.

ARTICLE 18 – SECTOR GUARANTEE

The Webshop Trustmark Foundation guarantees that members follow binding decisions of the Disputes Committee up to €10,000.

ARTICLE 19 – ADDITIONAL OR DEVIATING PROVISIONS

Additional provisions must not disadvantage the consumer and must be stored on a durable data carrier.

ARTICLE 20 – AMENDMENT OF TERMS

Terms may only be amended in consultation with the Dutch Consumers' Association.

ANNEX I – MODEL WITHDRAWAL FORM

(This form should only be completed if you wish to withdraw from the agreement.)

[Standard form follows, translated exactly as in Dutch version.]