



General  
webshop conditions  
Verstegen Spices & Sauces B.V

*November 2019*



*Enjoy great taste*



## **Article 1 - Definitions**

In these conditions the following definitions apply:

1. **General Terms and Conditions:** these General Terms and Conditions of the Webshop.
2. **Right of Withdrawal:** the possibility for the Customer to withdraw from the Agreement within the Cooling-Off Period.
3. **Customer:** the natural person not acting in the course of a profession or business who enters into an Agreement with Verstegen and/or has registered on the Website.
4. **Model withdrawal form:** the European model withdrawal form.
5. **Agreement:** any agreement or understanding between Verstegen and the Customer, of which the General Terms and Conditions form an integral part.
6. **Verstegen:** the entrepreneur, Verstegen Spices & Sauces B.V., established in Rotterdam, trading under the name Verstegen.
7. **Website:** the website of Verstegen, to be consulted via <https://www.verstegen.eu> and all related sub-domains.

## **Article 2 - Identity of the company**

Verstegen Spices & Sauces B.V.  
trading under the name: Verstegen

Business and visiting address:  
Industrieweg 161  
3044 AS Rotterdam

Telephone number: +31 (0)10 2455100  
Availability: on weekdays between 09.00 and 17.00 hours  
E-mail [info@verstegen.nl](mailto:info@verstegen.nl)

CoC number: 24124863  
VAT identification number: NL003199538B01

## **Article 3 - Applicability**

1. The General Terms and Conditions apply to every offer made by Verstegen and to every Agreement concluded and orders placed between Verstegen and the Customer.
2. Before the Agreement is concluded, the text of the General Terms and Conditions will be made available to the Customer. If this is not reasonably possible, it will be indicated before the Agreement is concluded that the General Terms and Conditions can be inspected at Verstegen and that they will be sent free of charge as soon as possible at the request of the Customer.
3. If one or more provisions of the General Terms and Conditions at any time are wholly or partially void or are voided, the Agreement and the General Terms and Conditions will otherwise remain in force and the provision in question will, in mutual consultation, be replaced immediately with a provision that approximates the purport of the original as closely as possible.



4. Uncertainties about the content of the General Terms and Conditions or situations not described in the General Terms and Conditions should be assessed "in the spirit" of the General Terms and Conditions.

#### **Article 4 - Prices and information**

1. All prices stated on the Website and in other materials originating from Verstegen are inclusive of VAT and other government levies.
2. If shipping costs are charged, this will be stated in good time before the conclusion of the Agreement. In addition, these costs will be shown separately during the ordering process.
3. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
4. The content of the Website has been compiled with the greatest care. However, Verstegen cannot guarantee that all information on the Website is correct and complete at all times. All prices and other information on the Website and in other materials originating from Verstegen are therefore subject to manifest programming and typing errors.
5. Verstegen cannot be held responsible for (colour) deviations as a result of screen quality.

#### **Article 5 - Formation of the Agreement**

1. Subject to the provisions of paragraph 5, the Agreement is concluded at the moment the Customer accepts Verstegen's offer and meets the conditions set by Verstegen.
2. If the Customer has accepted the offer electronically, Verstegen will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the Customer can dissolve the Agreement.
3. If the Agreement is concluded electronically, Verstegen will take appropriate technical and organisational measures to secure the electronic transfer of data and will ensure a secure web environment. If the Customer is able to pay electronically, Verstegen will observe appropriate security measures.
4. If it appears that incorrect information was provided by the Customer when accepting or otherwise entering into the Agreement, Verstegen is entitled to fulfil its obligation only after the correct information has been received.
5. Within the legal frameworks, Verstegen can inform itself whether the Customer is able to meet its payment obligations, as well as all facts and factors that are important for a responsible conclusion of the Agreement. If on the basis of this investigation, Verstegen has good grounds not to enter into the Agreement, it is entitled to refuse an order or request, stating the reasons, or to attach special conditions to the execution, such as advance payment.
6. Verstegen has the right to refuse orders from customers acting in the course of their profession or business.

#### **Article 6 - Delivery and Execution**

1. Verstegen will exercise the greatest possible care in the execution of the Agreement.
2. As soon as the order has been received by Verstegen, Verstegen will send the products as soon as possible with due observance of the provisions of paragraph 5 of this article.
3. The place of delivery is the address given to Verstegen by the Customer.



4. Verstegen is entitled to engage third parties in the performance of the obligations ensuing from the Agreement.
5. On the Website it is clearly and timely described, before the conclusion of the Agreement, how delivery will take place and within what period the products will be delivered. If no delivery date has been agreed or stated, products will in any case be delivered within 30 days.
6. If delivery is delayed, or if an order cannot be carried out or can only be carried out in part, the Customer will be informed of this no later than 30 days after he has placed the order. In that case, the Customer has the right to dissolve the Agreement free of charge and is entitled to any compensation.
7. After dissolution in accordance with paragraph 6, Verstegen will immediately refund the amount paid by the Customer.
8. As soon as the products to be delivered have been delivered to the specified delivery address, the risk of these products is transferred to Customer. If the Customer decides to collect the products, the risk is transferred upon transfer of the products.
9. Verstegen is entitled to deliver a product of similar quality to the product ordered if the product ordered is no longer available. In that case, the Customer is entitled to dissolve the Agreement free of charge and to return the product free of charge.

#### **Article 7 - Right of withdrawal**

1. The Customer is entitled to dissolve the Agreement with Verstegen within 14 calendar days of receiving the product, without giving reasons, free of charge.
2. The period commences on the day after the Customer, or a third party designated by the Customer in advance and which is not the carrier, has received the product, or:
  - a. If the Customer has ordered several products in the same order: the day on which the Customer, or a third party designated by the Customer, has received the last product.
  - b. If the delivery of a product consists of several shipments or parts: the day on which the Customer, or a third party designated by the Customer, received the last shipment or the last part.
  - c. In the case of agreements for regular delivery of products during a certain period: the day on which the Customer, or a third party designated by the Customer, has received the first product.
3. In the case of returns, the Customer itself must bear the return costs. If these costs are higher than the regular postal rate, Verstegen will provide an estimate of these costs. Any costs paid by the Customer for shipment and payment of the product to the Customer will be refunded to the Customer upon return of the entire order.
4. Within the withdrawal period referred to in paragraph 1, the Customer will handle the product and its packaging with care. Customer will only open the packaging and use the product to the extent necessary to verify the nature, characteristics and operation of products. The basic principle is that the inspection may not go any further than the Customer would be able to do in a physical store.
5. The Customer is only liable for any reduction in value of the product resulting from a way of handling the product that goes beyond what is permitted in the previous paragraph.
6. The Customer may dissolve the Agreement in accordance with the term set out in paragraph 1 by sending Verstegen the model withdrawal form from Appendix I or by otherwise stating unequivocally to Verstegen that it is cancelling the purchase.



7. Verstegen will confirm receipt of the notification in the event of a digital notification. After dissolution, the Customer has 14 days to return the product. It is also possible to return the product immediately within the cooling-off period set out in paragraph 1, provided that the withdrawal form is enclosed.
8. Amounts already paid (in advance) by the Customer will be refunded to the Customer as soon as possible, but at the latest within 14 days after dissolution of the Agreement, in the same way as the Customer has paid the order.
9. Unless Verstegen offers to collect the product itself, Verstegen may wait until it has received the product or until the Customer demonstrates that it has returned the product, whichever is earlier.
10. The right of withdrawal does not apply to:
  - a. Products which for reasons of health protection or hygiene are not suitable to be returned and whose seal has been broken after delivery;
  - b. Products created by Verstegen in accordance with the Customer's specifications;
  - c. Products that can spoil or age quickly.

#### **Article 8 - Payment**

1. The Customer must make payments to Verstegen in accordance with the payment methods indicated in the order procedure and possibly on the Website. Verstegen is free in its choice of payment methods and these can also change from time to time.
2. If the Customer fails to comply with its payment obligation(s) in time, after Verstegen has drawn the Customer's attention to the late payment(s) and Verstegen has granted the Customer a period of 14 days in which to comply with this payment obligation, after failure to pay within this 14-day period, the Customer will owe the statutory interest on the amount still owed and Verstegen will be entitled to charge the extrajudicial collection costs it has incurred. These collection costs are limited to a maximum of:
  - a. 15% over outstanding amounts up to €2,500, with a minimum of €40
  - b. 10% over the subsequent €2,500
  - c. 5% over the next €5,000

#### **Article 9 - Warranty and Conformity**

1. Verstegen guarantees that the products comply with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the statutory provisions and/or government regulations as they exist on the date of the conclusion of the Agreement. If specifically agreed, Verstegen also guarantees that the product is suitable for use other than normal.
2. A guarantee provided by Verstegen, manufacturer or importer does not affect the statutory rights and claims that the Customer already has and can invoke on the basis of the Agreement.
3. A guarantee is understood to mean any obligation on the part of Verstegen, its supplier or importer in which it grants the Customer certain rights or claims that go beyond what it is legally obliged to do if it fails to fulfil its part of the Agreement.
4. If the delivered product does not comply with the Agreement, the Customer must inform Verstegen thereof within a reasonable period of time after it has discovered the defect.



5. If Verstegen deems the complaint to be well-founded, the relevant products will be repaired, replaced or reimbursed after consultation with the Customer. The maximum fee is equal to the price paid by the Customer for the product. This article does not preclude any claim for damages.
6. All products have a BB date (Best before date). The ordered products have a shelf life of at least three months from the order date.

#### **Article 10 - Complaints**

1. If the Customer has a complaint about a product and/or other aspects of Verstegen's services, it can submit a complaint to Verstegen by telephone, e-mail or post. See the contact details for this in Article 2 of these General Terms and Conditions.
2. Complaints about the execution of the Agreement must be submitted to Verstegen in full and clearly described within 30 days after the Customer has discovered the defects.
3. Verstegen will give the Customer a response to his complaint as soon as possible, but in any case within 14 days of receipt of the complaint. If it is not yet possible to give a substantive or final response, Verstegen will confirm receipt within 14 days of receipt of the complaint and give an indication of the period within which it expects to give a substantive or final response to the Customer's complaint.
4. The Customer can also submit a complaint via the European Dispute Resolution Platform, which can be reached via <https://webate.ec.europa.eu/odr/>

#### **Article 11 - Final provisions**

1. Additional or different provisions of these General Terms and Conditions may not be to the Customer's detriment and must be recorded in writing or in such a way that they can be stored by the Customer in an accessible manner.
2. In these General Terms and Conditions, "in writing" or "written" also includes communication by e-mail, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.
3. The Agreement to which these General Terms and Conditions relate is exclusively governed by Dutch law.
4. Insofar as mandatory rules of law do not prescribe otherwise, all disputes that may arise in connection with the Agreement will be submitted to the competent judge of the District Court of Rotterdam.



## APPENDIX I - Model withdrawal form

### Notes for use

Legally, you have the right of withdrawal: within the approval period of 14 days, you may return ordered items. This period starts when all items from the order have been delivered. With the model form below, you can indicate that you exercise the right of withdrawal. It is not necessary to fill in this form in order to exercise your right of withdrawal. It is also possible to return the items with only the returnslip.

To: Verstegen Spices & Sauces B.V.  
Industrieweg 161  
3044 AS Rotterdam  
e-mail: [info@verstegen.nl](mailto:info@verstegen.nl)  
Telephone number: +31 (0)10 2455100

I hereby notify Verstegen Spices & Sauces that I withdraw our Agreement concerning the sale of the following item(s)(\*) with the following item number(s)(\*):

Product name	Product number

Ordered on (dd/mm/yyyy):

Order number:

Name:

Street + house number:

Postcode:

Town/city:

Date:

Signature: \_\_\_\_\_

Send the completed form to Verstegen Spices & Sauces B.V. You can also scan the form and send it by e-mail.

You will receive a confirmation of receipt from us as soon as possible.

(\*) *Delete as appropriate.*