



## **General Terms and Conditions**

*This document was drawn up in Dutch. The Dutch version shall prevail in any dispute arising from a translation of this document.*

### **In brief**

*Below is a brief summary of the most important points from the General Terms and Conditions. N.B.: the full version of the General Terms and Conditions are binding.*

#### **Order and delivery**

All roses offered by us shall be dispatched from the first following available dispatch time. This will normally be between November and April. Dispatches are made according to the sequence in which purchase orders are received. You can give us an indication of your required delivery term, however.

The precise commencement of the dispatch depends on weather conditions, which can vary from one season to the next.

You will receive confirmation the moment the consignment is dispatched.

The consignment is dispatched by PostNL and can only be performed to countries in Europe. The cost price for the dispatch depends on the country of destination.

#### **Prices**

All prices stated apply to bare-root roses. All prices include VAT but not dispatching.

The cultivator/producer (Rosa Mundo BV) shall make a donation of EUR 9.00 to Europa Nostra, "The voice of Cultural Heritage in Europe", for every Rosa Europa Nostra sold, to support their work in preserving Europe's cultural heritage.

#### **Quality guarantee**

We aim to offer you roses of the highest possible quality. However, living plants can sometimes present problems. We cannot be held responsible for bad weather conditions or circumstances beyond our control.

#### **Right to return goods**

Products cannot be returned because these are living plants.

## Payment

Transactions effected on our website are rendered secure by the Ogone payment system ([www.ogone.com](http://www.ogone.com)). All information exchanged to process the payment is encrypted using the SSL protocol. These data cannot be detected, intercepted or used by third parties, and are not kept on our computer systems either.

Ogone is a technical service provider, and does not take care of disputes linked to the orders. These should be settled directly with us and/or your bank.

More information about Ogone: [www.ogone.com](http://www.ogone.com)

## Full General Terms and Conditions

### Article 1 - Definitions

The following definitions apply to these terms and conditions:

1. **time for reflection:** the term during which the consumer can use his or her right of withdrawal;
2. **consumer:** a natural person who does not act in the performance of his or her profession or business and who concludes a distance contract with the entrepreneur;
3. **day:** a calendar day;
4. **continuing performance contract:** a distance contract relating to a series of products and/or services, of which the obligation to deliver and/or purchase is spread over a period of time;
5. **sustainable data carrier:** any means which enables the consumer or entrepreneur to store information that has been addressed to him, her or it personally in a manner enabling him, her or it to consult and reproduce the stored data unchanged in future;
6. **right of withdrawal:** the opportunity that the consumer has to decide not to accept the distance contract within the time for reflection;
7. **entrepreneur:** a natural or legal person who offers distance products and/or services to consumers;
8. **distance contract:** a contract whereby, within the scope of a system organised by the entrepreneur to sell products and/or services at a distance, use is made exclusively of one or more distance communication techniques up to and including the point in time when the contract is concluded;
9. **distance communication technique:** means that can be used to conclude a contract without it being necessary for the consumer and entrepreneur to simultaneously meet in the same place.

### Article 2 - Entrepreneur's identity

RosaMundo B.V.  
Megelsum 17  
5864 CT Meerlo  
The Netherlands  
Telephone number: +31 478691366  
E-mailadres: [info@rosamundo.nl](mailto:info@rosamundo.nl)  
Chamber of Commerce number: 14099343  
VAT identification number: NL81897035B01

### **Article 3 - Scope**

1. These general terms and conditions apply to any offer by the entrepreneur and to any distance contract that has come into effect between entrepreneur and consumer.
2. The text of these general terms and conditions is made available to the consumer before the distance contract is concluded. If this is not reasonably possible, the consumer shall be informed before the distance contract is concluded that the general terms and conditions are available for perusal at the entrepreneur's and that these shall be sent to the consumer free of charge as quickly as possible if he or she so requests.
3. In derogation from the previous sub-paragraph, if the distance contract is concluded electronically, the text of these general terms and conditions can be made available to the consumer electronically, before the distance contract is concluded, in such a manner that the consumer can simply file them on a sustainable data carrier. If this is not reasonably possible, the consumer shall be informed before the distance contract is concluded of the place where he or she can take due note of the general terms and conditions electronically and that they can be sent to the consumer electronically as quickly as possible or in any other manner, free of charge, if he or she so requests.
4. If specific product or service terms and conditions also apply in addition to these general terms and conditions, the second and third sub-paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision most favourable for him or for her if there are contradictory general terms and conditions.

### **Article 4 – The offer**

1. The offer explicitly states if it is valid for a limited term or is subject to conditions.
2. The offer contains a full and accurate description of the products and/or services offered. The description is sufficiently detailed to enable the consumer to be able to properly assess the offer. If the entrepreneur uses images, these are a fair reflection of the products and/or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. All offers contain information that is of such a nature that it is clear to the consumer what rights and obligations are attached to accepting the offer. In particular, this concerns the following:
  - price including taxes;
  - possible delivery costs;
  - the manner in which the contract shall come into effect and the actions required for this;
  - whether or not the right of withdrawal applies;
  - the means of payment, delivery and execution of the contract;
  - the term within which the offer must be accepted or, alternatively, the term during which the entrepreneur guarantees that certain matters, such as price, will remain unchanged;
  - the distance communication rate if the costs for using the technique for distance communication are calculated on a basis that is different from the regular basic rate for the means of communication used;
  - whether the contract is archived after it has come into effect and, if so, in what manner the consumer is able to consult it;
  - before the contract is concluded, the manner in which the consumer can check and, if he or she so wishes, correct, the data he or she has provided for the purposes of the contract;
  - any other languages, besides Dutch, in which the contract can be concluded;
  - the codes of conduct to which the entrepreneur has subjected himself, herself or itself and the manner in which the consumer can electronically consult these codes of conduct; and
  - the minimum term of the distance contract if it is a continuing performance contract.

### **Article 5 – The contract**

1. Subject to the provision in sub-paragraph 4, the contract comes into effect the moment at which the consumer accepts the offer and the attached terms and conditions set for it are fulfilled.
2. If the consumer has accepted the offer electronically, the entrepreneur confirms electronically without delay that he, she or it has received the acceptance of the offer. The consumer can terminate the contract as long as the entrepreneur has not yet confirmed receipt of such acceptance.
3. If the contract comes into effect electronically, the entrepreneur takes appropriate technical and organisational measures to secure electronic data transfer and ensures that there is a secure web environment. If the consumer can pay electronically, the entrepreneur shall pay due regard to the appropriate safety measures for this purpose.
4. The entrepreneur can - within the legal structures - inquire whether the consumer is able to fulfil his or her payment obligations and find out any facts and factors that may be significant to whether or not concluding a distance contract is justified. If, on the grounds of such inquiry, the entrepreneur has valid grounds not to conclude the contract, he, she or it is entitled to return a substantiated refusal of an order or request or to attach special terms and conditions to the execution of the contract.
5. The entrepreneur shall send to the consumer the following information together with the product or service, either in writing or in such an accessible manner that the consumer can save it on a sustainable data carrier:
  - a. street address of the entrepreneur's establishment where the consumer can lodge his or her complaints;
  - b. the terms and conditions under which and the manner in which the consumer can use the right of withdrawal or, alternatively, can clearly make mention of being excluded from the right of withdrawal;
  - c. information on guarantees and existing after-sales service;
  - d. the data listed in Article 4, sub-paragraph 3 of these terms and conditions, unless the entrepreneur already provided them to the consumer before contract execution;
  - e. the notice requirements to terminate the contract if it is a fixed-term contract of more than one year or if it is an open-ended contract.
6. If the transaction is a continuing performance contract, the provision in the previous sub-paragraph applies only to the first delivery.

### **Article 6 - Right of withdrawal**

1. If products are purchased, the consumer is allowed to terminate the contract without giving reasons within a term of 14 days. This time for reflection starts on the day after the consumer, or a representative engaged by him or her and presented to the entrepreneur, has received the product.
2. The consumer shall treat the product and packaging carefully during the time for reflection. He or she shall only unpack or use the product to the extent required to be able to assess whether he or she wishes to keep it. If he or she uses his or her right of withdrawal, he or she shall - if reasonably possible - return the product, together with all the accessories that were delivered, in the original state, and the packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

### **Article 7 - Costs in the event of withdrawal**

1. If the consumer uses his or her right of withdrawal, the maximum amount of costs at his or her expense shall be the costs for returning the consignment.
2. If the consumer has paid an amount, the entrepreneur shall reimburse this amount as quickly as possible, yet no later than within 30 days after the consignment has been returned or there has been withdrawal.

### **Article 8 - Exclusion of the right of withdrawal**

1. The entrepreneur can exclude the right of withdrawal in so far as this is provided in sub-paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has stated this clearly in the offer, in any event before the contract was concluded.
2. The right of withdrawal can only be excluded for products:
  - a. that have been manufactured in accordance with the consumer's specifications;
  - b. that are clearly of a personal nature;
  - c. that are of such a nature that they cannot be returned;
  - d. that can spoil or age quickly (such as plants);
  - e. the price of which is linked to fluctuations on the financial market on which the entrepreneur has no influence;
  - f. for loose newspapers and magazines;
  - g. for audio and video recordings and computer software of which the consumer has broken the seal.

### **Article 9 – Price**

1. Prices for products and/or services are not increased during the validity term stated in the offer, except if there are price changes due to changes in the VAT rates.
2. In derogation from the previous sub-paragraph, the entrepreneur can offer products or services that are linked to fluctuations on the financial market and on which the entrepreneur has no influence, at variable prices. The offer states this link to fluctuations and the fact that any prices quoted are recommended prices.
3. Price increases within 3 months after the contract came into effect are only allowed if these have been caused by legal regulations or provisions.
4. Price increases as of 3 months after the contract came into effect are only allowed if the entrepreneur negotiated this and:
  - a. these are due to legal regulations or provisions; or
  - b. the consumer is entitled to terminate the contract as from the day on which the price increase takes effect.
5. The prices stated in the offer of the products or services include VAT.

### **Article 10 - Conformity and Guarantee**

1. The entrepreneur guarantees that the products and/or services are in accordance with the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or usefulness and the legal provisions and/or government prescriptions applicable on the date on which the contract comes into effect. If agreed, the entrepreneur also guarantees that the product is suitable for use other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not prejudice the legal rights and claims that the consumer can enforce against the entrepreneur on the grounds of the contract.

### **Article 11 - Delivery and implementation**

1. The entrepreneur shall duly respect the greatest possible care when receiving and executing orders for products and in assessing requests to provide services.
2. The place of delivery is the address that the consumer has communicated to the company.
3. With due regard to what is stated on this in Article 4 of these general terms and conditions, the company shall execute accepted orders with competent alacrity, yet within 30 days, unless a longer delivery term was agreed. If the delivery is delayed or if an order cannot be delivered or only a part of it can be delivered, the consumer shall be informed of this no later than 30 days after he or she placed the order. In that case, the consumer has the right to terminate the contract without costs and he or she is also entitled to any possible compensation for damages.
4. In the case of termination in accordance with the previous sub-paragraph, the entrepreneur shall return the amount that the consumer has paid as speedily as possible, yet no later than within 30 days after termination.

5. If it appears that it is impossible to deliver an ordered product, the entrepreneur shall make every effort to make an alternative item available. It shall be stated clearly and comprehensibly and no later than upon delivery, that an alternative item will be delivered. The right of withdrawal cannot be excluded in the case of alternative items. The entrepreneur is liable for the costs if the goods are returned.
6. Unless there is a provision to the contrary, the entrepreneur bears the risk for damage and/or loss of the products until the moment they have been delivered to the consumer or to a representative engaged in advance and presented to the entrepreneur.

## **Article 12 - Continuing performance contracts: term, termination and extension**

### *Termination*

1. The consumer can at any point in time terminate a contract that has been concluded as an open-ended contract and which serves to regularly deliver products (including electricity) or services, on condition that the agreed rules on giving notice are duly respected and subject to a maximum notice term of one month.
2. The consumer can at any point in time terminate a fixed-term contract which serves to regularly deliver products (including electricity) or services towards the end of the specified term, on condition that the agreed rules on giving notice are duly respected, and subject to a maximum notice term of one month.
3. The consumer can do the following in the case of the contracts referred to in the previous sub-paragraphs:
  - terminate the contract at all times and not be restricted to notice at a certain time or within a certain term;
  - at least give notice in the same manner as the manner in which he or she concluded the contract;
  - always give notice by using the same notice term as the one that the entrepreneur negotiated for himself, herself or itself.

### *Extension*

4. A fixed-term contract which serves to regularly deliver products (including electricity) or services may not be tacitly extended or renewed for a specific term.
5. In derogation from the previous sub-paragraph, a fixed-term contract which serves to provide regular deliveries of dailies, newspapers, weeklies and magazines is tacitly extended for a specified term of a maximum of three months if the consumer can terminate such extended contract towards the end of the extension by serving a notice within a notice term of no less than one month.
6. A fixed-term contract, which serves to regularly deliver products or services, may only be tacitly extended for an unspecified term if the consumer may terminate it at all times by duly respecting a notice term of no more than one month and a notice term of no more than three months if the contract serves to provide regular deliveries of dailies, newspapers, weeklies and magazines if such regular deliveries are made less frequently than once a month.
7. A fixed-term contract to regularly deliver dailies, newspapers, weeklies and magazines for introductory purposes (trial or introductory subscriptions) is not tacitly extended and ends automatically after the trial or introductory period has expired.

### *Term*

8. If the term of a fixed-term lasts longer than one year, the consumer may terminate the contract at any point in time after one year, while duly respecting a maximum notice period of one month, unless reasonableness and fairness are contrary to termination before the end of the agreed term.

**Article 13 - Payment**

1. In so far as there is no agreement to the contrary, the amounts owed by the consumer must be paid within 14 days after the time of reflection as referred to in Article 6 subparagraph 1 has commenced. If there is a contract to provide a service, such term commences after the consumer received confirmation of the contract.
2. Where products are sold to consumers, a down payment negotiated in the general terms and conditions may never exceed 50%. If down payment is negotiated, a consumer cannot enforce any right whatsoever relating to the execution of the respective order or service(s) before the negotiated down payment has been made.
3. The consumer is obliged to report to the entrepreneur any inaccuracies in the payment data provided or stated.
4. If the consumer fails to pay, the entrepreneur has the right, subject to legal restrictions, to charge the consumer for the reasonable costs of which the latter had been informed in advance and which were actually incurred.

**Article 14 - Complaints procedure**

1. The entrepreneur has a complaints procedure which was adequately disclosed and he, she or it deals with the complaint in accordance with such procedure.
2. Complaints relating to the contract must be lodged with the entrepreneur within reasonable time, in full, clearly worded and after the consumer has constituted the defects.
3. Complaints lodged with the entrepreneur are answered within a term of 14 days, calculated as from the date of receipt. If a complaint requires a longer processing time than anticipated, the entrepreneur responds by sending an acknowledgement of receipt within the term of 14 days and gives an indication of when the consumer can expect a more detailed response.
4. If the complaint cannot be resolved by mutual deliberation, a dispute that is subject to dispute settlement arises.

**Article 15 - Disputes**

1. Dutch Law exclusively governs contracts between the entrepreneur and consumer, to which these general terms and conditions apply.

**Article 16 - Supplementary provisions or derogations**

Supplementary provisions to or derogations from these general terms and conditions may not be to the consumer's detriment and must be laid down in writing or, alternatively, in such a manner that the consumer can easily save them on a sustainable data carrier.