

## General sales and delivery conditions of j'Olie et Co Aromatherapy

### General provisions

#### art. 1 Â Definitions

The terms below are defined as follows for the application of these general terms and conditions:

- the buyer:

Anyone who concludes or has concluded an Agreement with j'Olie et Co Aromatherapy,

- j'Olie et Co Aromatherapy:

j'Olie et Co Aromatherapy, user of these general terms and conditions, with its registered office and principal place of business in Bergschenhoek at Oosteindseweg 161, 2661 EC Bergschenhoek, The Netherlands

- Agreement:

Any purchase and sale agreement concluded between the Buyer and j'Olie et Co Aromatherapy regarding the items offered by j'Olie et Co Aromatherapy in the context of its normal business operations,

- Conditions:

The general terms and conditions of sale and delivery of j'Olie et Co Aromatherapy.

#### art. 2 Â Applicability Conditions

These Terms and Conditions form part of every offer, quotation and every Agreement and apply to all deliveries and other services performed under an Agreement.

Additional and/or deviating conditions of the Buyer - including purchase conditions - are not part of the Agreement and are not binding on j'Olie et Co Aromatherapy, unless the parties have expressly agreed to this. If these Terms and Conditions are changed in the interim, the amended version of these Terms and Conditions will form part of any Agreement concluded between the Buyer and j'Olie et Co Aromatherapy, unless the Buyer expressly states in writing within seven days of receipt of the amended Terms and Conditions agree to the changes.

#### art. 3 Â Conclusion of Agreement

Quotations and offers from j'Olie et Co Aromatherapy are without obligation unless expressly stated otherwise.

An Agreement is concluded by an order placed by the Buyer with j'Olie et Co. and the acceptance by j'Olie et Co Aromatherapy of this order. By placing an order, the Buyer accepts the applicability of the Conditions. An order from the Buyer is considered accepted by j'Olie et Co Aromatherapy if j'Olie et Co Aromatherapy does not inform the Buyer within two weeks that it does not accept the order. The Buyer has the right to dissolve the concluded Agreement without giving any reason during a period of 14 working days. This should only be done by e-mail.

These 14 days start when the consumer receives the product. For services, the cooling-off period starts at the moment the consumer orders.

#### art. 4 Â Force majeure

In the event that, as a result of force majeure, the delivery of the ordered items is impossible, j'Olie et Co Aromatherapy will be released from its obligations under the Agreement. In the event of a delay in delivery due to force majeure, j'Olie et Co Aromatherapy is released from its obligations to deliver within the specified delivery time. Force majeure also includes a circumstance on which j'Olie et Co Aromatherapy has no influence or can reasonably have it. The Buyer is only authorized to dissolve the Agreement insofar as the Agreement cannot be performed or it has been established that fulfillment is not possible within two months. In the event of force majeure on the part of j'Olie et Co Aromatherapy, the buyer cannot claim compensation for the damage suffered by him from j'Olie et Co Aromatherapy,

#### art. 5 Â Liability

j'Olie et Co Aromatherapy is not liable for damage suffered by the Buyer or any third party as a result of shortcomings in the goods delivered by j'Olie et Co Aromatherapy. j'Olie et Co Aromatherapy is not liable for any damage suffered by the Buyer or any third party as a result of non, incorrect or late delivery by j'Olie et Co Aromatherapy. The liability of j'Olie et Co Aromatherapy with regard to the items delivered under the Agreement is maximized to the amount for which the items are transferred from the Agreement. Unless otherwise

stated, all legal claims against j'Olie et Co Aromatherapy are subject to a limitation period of one year, calculated from the date of conclusion of the Agreement.

#### **art. 6** Â Payment

j'Olie et Co Aromatherapy will invoice the amounts owed by the Buyer under the Agreement by means of an invoice. The Buyer and j'Olie et Co Aromatherapy can agree on cash payment. Payment must be made into a bank or giro account specified by j'Olie et Co Aromatherapy, without deduction or discount, in the manner and within the term as stated on the invoice. If no term is stated, a payment term of ten working days will apply.

j'Olie et Co Aromatherapy reserves the right to pass on price changes to the Buyer. j'Olie et Co Aromatherapy will explicitly inform the Buyer of any price changes that have occurred. The Buyer may dissolve the Agreement within five working days, after the Buyer has been expressly notified of the price change. Dissolution of the Agreement on the basis of changed prices must be submitted to j'Olie et Co Aromatherapy in writing or by e-mail. If the Buyer moves and/or changes his billing address, he must notify j'Olie et Co Aromatherapy of the new address in writing as soon as possible. j'Olie et Co Aromatherapy has the right at all times to demand advance payment, cash payment or security for the payment from the Buyer. Without the express permission of j'Olie et Co Aromatherapy, the Buyer is not entitled to set off its payment obligations towards j'Olie et Co Aromatherapy against any claim of the Buyer against j'Olie et Co Aromatherapy, for whatever reason.

In the event of non-payment or late payment, j'Olie et Co Aromatherapy is entitled to charge the Buyer an interest of 1% per month or part of a month that payment is not made from the due date of the invoice, without prior notice or demand. Furthermore, j'Olie et Co Aromatherapy is entitled to charge the Buyer an amount of at least 15% of the outstanding principal sum as compensation for the judicial and extrajudicial collection costs to be incurred by j'Olie et Co Aromatherapy, without prejudice to the right of j'Olie et Co Aromatherapy to charge the Buyer for the actual costs incurred.

As long as the Buyer has not fulfilled all its payment obligations towards j'Olie et Co Aromatherapy, for whatever reason, j'Olie et Co Aromatherapy is entitled to discontinue or suspend the agreed delivery of movable property. This suspension applies until the Buyer has already fulfilled its obligations towards j'Olie et Co Aromatherapy.

Without prejudice to the provisions of this article, j'Olie et Co Aromatherapy is entitled to declare the Agreement dissolved in writing without prior notice of default in the event of non-payment or late payment, or failure or improper fulfillment of any other obligation resting on the Buyer, without prejudice to the right of j'Olie et Co Aromatherapy to demand compensation from the Buyer for the damage it has suffered as a result of this dissolution.

#### **art. 7** Â Retention of title

As long as the Buyer has not fully complied with all its payment obligations towards j'Olie et Co Aromatherapy under an Agreement for the delivery or making available of goods, including claims for failure to comply with such an Agreement, j'Olie et Co Aromatherapy reserves the right to the ownership of all goods delivered by him to the Buyer

#### **art. 8** Â Warranty

All products and movable property offered by j'Olie et Co Aromatherapy are subject to the guarantees provided by the manufacturer of the articles. The warranty is only valid if an original purchase invoice can be presented. Unless there is gross negligence or negligence, j'Olie et Co Aromatherapy is not liable for any consequential and/or trading loss (caused by, among other things, incompetent use), or articles with defects. j'Olie et Co Aromatherapy is not liable for any damage caused by the fact that the website or the store location is not accessible and/or not available for orders. The Buyer is responsible for the choice, use and application of the items ordered from j'Olie et Co Aromatherapy. j'Olie et Co Aromatherapy provides as much product information as is reasonably possible for the purpose of the Agreement.

#### **art. 9** Â Delivery

All packages are packaged discreetly and usually delivered with regular postal delivery via PostNL. j'Olie et Co Aromatherapy strives for a delivery period of a maximum of 15 working days for the goods from the Agreement, after receipt of payment, for the Netherlands. If it has been agreed between the Buyer and j'Olie et Co Aromatherapy to dispatch the goods COD, j'Olie et Co Aromatherapy will notify the customer of this in writing. If the delivery of the agreed goods cannot take place as indicated on the invoice, j'Olie et Co Aromatherapy reserves the right at all times to charge the costs incurred to the Buyer, unless there is gross negligence or negligence on the part of j'Olie et Co Aromatherapy.

Additional costs associated with the delivery of the goods from the Agreement, expressly made at the request of the Buyer, will be charged separately, unless the parties have agreed otherwise in writing. j'Olie et Co Aromatherapy cannot be held liable for loss of the items from the Agreement at the hands of the carrier. j'Olie et Co Aromatherapy cannot be held liable for loss of the items from the

Agreement at the hands of the carrier.

## **art. 10** – Complaints, Right of Withdrawal and Returns

### **art. 10 - Sub 1** – Complaints

If the delivered goods do not meet the expectations of the buyer, and as a result has a complaint about these delivered goods, the buyer is expected to contact j'Olie et Co. by e-mail or telephone. After receipt of the complaint, j'Olie et Co will handle the complaint carefully and answer it within 24 hours of receipt of the complaint. J'Olie et Co will immediately, in the correct manner, still fulfill the Agreement, subject to the possibility of fulfillment within the risk sphere of j'Olie et Co.

If the buyer and j'Olie et Co do not reach an agreement, to the satisfaction of both parties, the buyer has the option to report his/her complaint to Stichting Webwinkelkeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)). Webwinkelkeur mediates free of charge on behalf of the buyer towards j'Olie et Co. In the event that intervention by Stichting Webwinkelkeur does not lead to an agreement to the satisfaction of both parties, it is also possible to have the complaint handled by an independent disputes committee appointed by Stichting Webwinkelkeur. The decision of this is binding and both the buyer and j'Olie et Co agree with this binding decision. There are costs associated with submitting a dispute to this disputes committee, which must be paid by the buyer to the relevant committee. It is also possible to register complaints via the European ODR Platform (<http://ec.europa.eu/odr>).

### **art. 10 Sub 2** – Right of withdrawal

When purchasing products, the consumer has the option to dissolve the agreement without stating reasons during 14 days. This reflection period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and notified to j'Olie et Co Aromatherapy. The buyer is expected to inform j'Olie et Co of this by e-mail ([info@jolieetco.com](mailto:info@jolieetco.com)), whether or not using a model form made available by j'Olie et Co on the web store.

During the cooling-off period, the consumer will handle the product and packaging with care. The buyer will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If the buyer makes use of the right of withdrawal, the buyer will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to j'Olie et Co Aromatherapy, in accordance with the reasonable and clear instructions provided by j'Olie et Co Aromatherapy. instructions.

If the buyer wishes to make use of the right of withdrawal, the buyer is obliged to inform j'Olie et Co Aromatherapy within 14 days of receipt of the product. The buyer must make this known by means of the model form or by means of another means of communication, such as by e-mail. After the buyer has indicated that he wishes to make use of the right of withdrawal, the buyer must return the product within 14 days. The buyer must prove that the delivered goods have been returned on time, for example by means of proof of shipment.

If the buyer has not made it known after the expiry of the periods referred to in paragraphs 2 and 3 that he wishes to make use of the right of withdrawal resp. has not returned the product to j'Olie et Co Aromatherapy, the purchase is a fact.

### **art. 10 Sub 2.a** – Exclusion right of withdrawal

The right of withdrawal is excluded for: products that cannot be returned after opening for hygienic reasons, such as opened bottles of Hydrolates, Essential Oil, Essential Oil Blends, CO2 Extracts, Base Oil, Macerates, Massage Oil, Resins and Frankincense.

### **art. 10 Sub 2.b** – Costs in case of withdrawal

If the buyer makes use of his right of withdrawal, at most the costs of return will be borne by the buyer.

If the buyer has paid an amount, j'Olie et Co Aromatherapy will refund this amount to the buyer as soon as possible, but no later than 14 days after cancellation. The condition is that the product has been physically received back by j'Olie et Co Aromatherapy or conclusive proof of complete return can be submitted. Repayment will be made via the same payment method used by the buyer, unless the consumer expressly gives permission for another payment method.

In case of damage to the product due to careless handling by the buyer, the buyer is liable for any decrease in value of the product.

The buyer cannot be held liable for depreciation of the product if j'Olie et Co Aromatherapy has not provided all legally required information about the right of withdrawal, this must be done before the conclusion of the purchase agreement.

#### **art. 10 Sub 2.c** Exceptions

The right of withdrawal is excluded for: products that cannot be returned after opening for hygienic reasons, such as opened bottles of Hydrolates, Essential Oil, Essential Oil Blends, CO2 Extracts, Base Oil, Macerates, Massage Oil, Resins and Frankincense.

#### **art. 10 Sub 3** Returns

The buyer has the right to withdraw from the agreement within a period of 14 days without stating reasons.

To exercise your right of withdrawal, please send us an email, whether or not including the model form, to [info@joieetco.com](mailto:info@joieetco.com). You must return the products within 14 days of sending the e-mail. The buyer bears the costs for the return shipment.

#### **art. 10 Sub 3.a** Reimbursement

In the event of a return shipment, the buyer will receive all payments, including delivery costs for the outward shipment, within 14 days after the products have been physically received by j'Olie et Co Aromatherapy. The same payment method is used for this as the buyer used to pay unless the consumer gives explicit permission for another payment method.

#### **art. 11** Risks

Destruction, loss, theft or depreciation of what has been agreed is at the risk of j'Olie et Co Aromatherapy until the time of delivery, and at the risk of the Buyer after the time of delivery. The Buyer must inform j'Olie et Co Aromatherapy without delay if the goods are seized or if the property rights of j'Olie et Co Aromatherapy are threatened in any other way. As long as the ownership of the goods remains with j'Olie et Co Aromatherapy, j'Olie et Co Aromatherapy is entitled to reinvent the goods at the Buyer. The costs involved in this will be borne by the Buyer if this is within the Buyer's sphere of risk. For this purpose, the Buyer must grant j'Olie et Co Aromatherapy access to the location of the relevant items.

#### **art. 12** Applicable law

Only Dutch law applies to every agreement, quotation and offer. All disputes related to an Agreement will be settled exclusively by the Dutch court. In principle, disputes should be submitted to the competent court in The Hague.

#### **art. 13** Privacy Statement

The "type" of Buyer's personal data will be limited to that which j'Olie et Co Aromatherapy deems necessary for the delivery of the goods, invoicing and other fulfillment obligations under the Agreement. The personal data is collected in order to be able to deliver the Buyer's order. In case of doubt, an order will be verified by telephone in order to allow fulfillment, including invoicing, by j'Olie et Co Aromatherapy. The address details are intended for the carrier of the agreed goods, to ensure the correct delivery. After the goods have been delivered and the Buyer has fulfilled his obligations, the personal data will be destroyed and only those data will be kept that are important for the accounting of j'Olie et Co Aromatherapy. Personal data is never provided to third parties. The e-mail address that the Buyer provides for the purpose of the Agreement, mailing list and/or competition will be included in the mailing list of j'Olie et Co Aromatherapy. If the Buyer does not wish this, the Buyer can unsubscribe by sending an email to j'Olie et Co. The Buyer can only influence the mailing list by subscribing or unsubscribing. j'Olie et Co Aromatherapy only has access to the personal data, which is sent via regular e-mail. Only employees of j'Olie et Co Aromatherapy have access to this data. The Buyer can request and/or change the information provided by j'Olie et Co Aromatherapy.

#### **art. 14** Disclaimer

Although j'Olie et Co Aromatherapy takes the utmost care with the content of its website and the General Terms and Conditions, j'Olie et Co Aromatherapy accepts no liability for incompleteness or inaccuracy of the information, or for the consequences thereof. When using the hyperlinks (referral to other websites), j'Olie et Co Aromatherapy does not accept any liability for the information provided on these sites. j'Olie et Co Aromatherapy also accepts no liability for any damage that may arise as a result.

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