

## 1- Definitions

1.1 'Sannerose' is understood to be:

Sannerose with its registered at , Fascinatio Boulevard 708 ,Â 2909 VA Capelle a/d IJssel , registered in the Commercial Register of the Chamber of Commerce under number: 65084888, VAT number: NL 135480905B01, Telephone number: +31 6 57657622, Email: info@sannerose.com

1.2 'Sannerose Website' is understood to be: [www.sannerose.com](http://www.sannerose.com).

1.3 'Distance purchase' is understood to be: a distance contract that is a consumer purchase.

1.4 'Distance contract' is understood to be: a system for distance purchase organized by Sannerose, whereby, up to and including the moment the contract is concluded, sole use is made of one or more techniques for distance communication.

1.5 'Technique for distance communication' is understood to be: means that can be used for concluding the distance contract without the parties being simultaneously present.

1.6 'Consumer purchase' is understood to be: purchase with regard to moveable goods, which is concluded by Sannerose and the buyer, a natural person who does not act in the framework of exercising a profession or business.

1.7 'Purchase' is understood to be: the purchase agreement with regard to moveable goods, which is concluded between Sannerose and the buyer.

1.8 'Buyer' is understood to be: the natural person, legal entity or company, whether or not acting in the framework of exercising a profession or business.

1.9 'Order' is understood to be: product or products that the buyer wishes to buy from Sannerose through the Sannerose Website, through a distance contract, by registering his offer using the electronic system on the Sannerose Website.

## 2- General

2.1 The general terms and conditions are applicable to all distance contracts pertaining to online orders from the Sannerose Website between Sannerose and the buyer. Unless expressly agreed to otherwise, the applicability of other general terms and conditions is expressly excluded.

2.2 The buyer declares that he/she is acquainted with the content of the (privacy statement) and concurs with the manner in which Sannerose processes his/her personal data. The personal data that is protected pursuant to the Personal Data Protection Act will be carefully and legitimately used and protected by Sannerose. The personal data will be used solely for the execution of the distance contract. After the execution of the distance contract the personal data will be destroyed, or at least no longer stored.

## 3- Conclusion of the Contract

3.1 Offers and quotes for products as displayed by the Sannerose Website can only be considered as an invitation to make an offer.

3.2 The buyer can make his or her offer by means of an electronic system on the Sannerose Website provided for that purpose, where the buyer can determine and state exactly what the offer constitutes.

3.3 A distance contract between Sannerose and the buyer is concluded by means of an acceptance on the part of Sannerose of the offer made electronically by the buyer, the acceptance of which occurs through the sending of a confirmation email to the email address supplied by the buyer.

3.4 Sannerose reserves the right to refuse an order without providing reasons therefore.

3.5 Offers are valid insofar as the offer is stated on the Sannerose Website and insofar as stock lasts.

3.6 If an order is placed to a value greater than €250.00, Sannerose reserves the right to get in touch with the buyer prior to accepting the offer made by means of a confirmation email to the email address supplied by the buyer.

#### 4- Prices and Payment

4.1 The prices of products and offers on the Sannerose Website are expressed in Euros. The prices are inclusive of Dutch VAT and other government levies and exclusive of shipping and processing costs, unless stated otherwise. See article 5 with regard to the amount of shipping costs.

4.2 The buyer must pay for the order in full in advance, in breach of which a purchase agreement is not concluded. Payment is made through the payment options provided. Should payment be made by means of a credit card, Sannerose reserves the right to verify the validity of the credit card, and the creditworthiness and address details of the card-holder.

4.3 In the event of the price of the offer or product, as stated on the Sannerose Website and/or in the confirmation email, containing errors or being incorrect, Sannerose reserves the right to as yet modify or correct it within a reasonable period of time. The buyer is informed thereof by Sannerose as soon as is possible in writing, by email or by telephone. In the event of a price increase, the buyer can legitimately terminate the purchase agreement.

#### 5- Delivery

5.1 Sannerose undertakes vis-à-vis the seller to package the products properly (unless the nature of the products prevents this) and to secure them in such a way that under normal transportation conditions they will reach their destination in good condition.

5.2 Sannerose undertakes to deliver the buyer's order in accordance with the description, requirements and quality as Sannerose states on the Sannerose Website.

5.3 The order can for the most part be filled straight from the stock and will be delivered to the buyer as quickly as possible, within the intended delivery period of three (3) working days and no more than thirty (30) days after the confirmation email is sent by Sannerose to the buyer of the order. In the event that the delivery is to a location outside of the Netherlands, the delivery period could deviate from the period determined above. Information pertaining to delivery periods for deliveries abroad can, if required, be requested by sending an email to [webshop@Sannerose-amsterdam.nl](mailto:webshop@Sannerose-amsterdam.nl).

5.4 The delivery period stated by Sannerose for the order from the Sannerose Website merely serves as an indication, and cannot consequently be considered as a strict delivery period.

5.5 Sannerose will inform the buyer as soon as is possible in writing, by email or by telephone if the order cannot be delivered within the period stated on the Sannerose Website, or within thirty (30) days.

5.6 Should the delivery period of thirty (30) days after the order be exceeded, the buyer has the right to be refunded the purchase amount for the order, including the paid shipping costs, but is not entitled to consequential losses, losses due to delays, loss of profits or loss of sales on the part of the buyer.

5.7 If the product cannot be delivered immediately from stock, Sannerose will state on the Sannerose Website when the products are expected to be available.

5.8 It is not possible to collect an order in shops where Sannerose products are sold.

5.9 The order will be delivered to the address provided by the buyer upon placing the order, and which is confirmed by Sannerose by means of a confirmation email to the email address provided by the buyer.

5.10 The delivery of orders within the Netherlands and abroad has been contracted out by Sannerose to Post NL.

5.11 Within the Netherlands, Sannerose will not charge the shipping costs.

5.12 The shipping costs for the delivery of the order abroad will be dependent on the size of the order as well as the country to which the delivery is shipped. Information on the shipping costs can be requested by e-mail.

#### 6- Guarantee

6.1 The products that Sannerose supplies must fulfil the quality, requirements and description as stated on the Sannerose Website.

6.2 Should the product not satisfy the quality, requirements or description as stated on the Sannerose Website, the buyer must, within 14 days of receiving the product, inform Sannerose in writing or by email of the noncompliance of and/or damage to the product (Sannerose's email and physical address are listed in the general terms and conditions).

6.3 Should the product not satisfy the quality, requirements or description as stated on the Sannerose Website the buyer has the right to return the products to Sannerose. The buyer is entitled to receive by way of replacement a comparable product in exchange, free of charge, or if that product is no longer available, then he is entitled to receive a refund of the purchase price including any shipping charges paid.

6.4 Sannerose is not liable for defects or wear and tear to the product in the event of poor maintenance, incorrect usage (not following the instructions in the directions for use) or in the event of normal wear and tear to the product.

## 7- Transfer of Risk

7.1 Notwithstanding that stated in article 5 of the general terms and conditions, the risk of loss, damage or devaluation is transferred to the buyer from the moment the order is delivered to the address provided by the buyer. If and insofar as the order could not be delivered to the address provided by the buyer, then the risk is transferred at the moment of delivery.

## 8- Retention of Title

8.1 Sannerose only transfers ownership of the products - irrespective of the actual delivery of the products - at the time the buyer has paid the full purchase price for the products.

8.2 The buyer is not authorised to sell on, pledge or encumber in any other manner the products that fall under the retention of title.

## 9- Intellectual Property Rights

9.1 All intellectual property rights of the Sannerose Website and its products belong to Sannerose and other entitled parties. The buyer is consequently not permitted to employ the intellectual property rights in the widest sense thereof without the prior permission of Sannerose (such as by copying images or texts).

## 10- Liability

10.1 In spite of the fact that Sannerose is very careful with respect to the correct and clear statement of prices, offers, and the proper description, requirements and quality of the products displayed on the Sannerose Website, Sannerose cannot be held liable for any possible errors, inaccuracies or inadequacies on its website and/or in its confirmation emails. Sannerose reserves the right to correct these errors, inaccuracies or inadequacies at all times.

10.2 Sannerose cannot be held liable for any damages that may be incurred on the part of the buyer due to the delay, incompleteness or omissions of orders - such as due to a (temporary) technical problem affecting the Sannerose Website, or between Sannerose and third parties, including the electronic payment system - unless and insofar as there is a case of intentional act of gross negligence on the part of Sannerose.

10.3 In any event, the liability with respect to Sannerose for damages are at all times limited to no more than the purchase sum and any shipping costs that may be paid. Sannerose is under no circumstances liable for any consequential losses, losses due to delays, loss of profits or loss of sales incurred on the part of the buyer.

## 11- Withdrawal

11.1 In the event of a distance purchase, the buyer is entitled for a period of fourteen (14) working days after receipt of the order to set aside the purchase without stating reasons.

11.2 Setting aside the distance purchase can only be done by writing or by email, whereby this message must be received within the aforementioned period by Sannerose.

11.3 In the event of the distance purchase being set aside, Sannerose will refund to the buyer the purchase price paid to Sannerose, aside from any shipping costs that may have been paid, within thirty (30) days of receipt of the returned order, on condition that to and as soon as the returned order is returned to Sannerose without defects or damage.

## 12- Force Majeure

12.1 Force majeure is understood to be any failure in the fulfilment of a (distance) contract that cannot be attributed to Sannerose including, inter alia, a situation under which the suppliers of Sannerose cannot fulfil their delivery obligations. Sannerose is not obliged to fulfil its obligations vis-à-vis the buyer and Sannerose can suspend its obligations vis-à-vis the buyer for the duration of an incident of force majeure. In the event of suspension, Sannerose and the buyer have the right to terminate the distance contract if the period of non-fulfilment exceeds two months. Moreover, Sannerose can offer the buyer the option of refunding the purchase amount if fulfilment continues to be impossible.

12.2 Sannerose is, in the event of force majeure, not liable vis-à-vis the buyer for consequential losses, losses due to delays, loss of profits or loss of sales incurred on the part of the buyer. The liability of Sannerose with respect to damages is at all time limited to the purchase amount and any shipping costs that may have been paid.

## 13- Applicable Law

13.1 Dutch law is applicable to the general terms and conditions as well as the concluded distance contracts and disputes between Sannerose and the buyer that result therefrom.

13.2 The regulation pertaining to general terms and conditions in the Dutch Civil Code is not applicable with respect to buyers, who are not consumers, who are established or reside outside of the Netherlands.

## 14- Dispute Resolution

14.1 All disputes that arise with respect to the general terms and conditions or the distance contract or the agreements arising from the distance contract between Sannerose and the buyer will be - unless prevented by a mandatory statutory provision - in the first instance only be heard by the competent court in Rotterdam.

14.2 Once Sannerose has appealed in writing vis-à-vis the buyer to the application of article 14.1 of the general terms and conditions, the buyer has the option to state, within one month following that appeal, that he or she wishes to have the dispute resolved by the competent, in accordance with the law, judge.

14.3 The implementation of the Vienna Sales Convention is expressly excluded.

## Privacy Statement

### General

The Sannerose Website ([www.sannerose.com](http://www.sannerose.com)) is an activity of Sannerose (hereinafter to be referred to as 'Sannerose'). Sannerose deals very carefully and precisely with the personal data of its customers and of the visitors to the Sannerose Website. Sannerose adheres to the regulations and laws pertaining to the protection of personal data, including the Protection of Personal Data Act.

## Processing of personal data

Sannerose employs your personal data (including your name, address, email address and payment and banking details) for:

1. concluding and executing the distance contract;
2. issuing of the personal data exclusively to the third parties that play a part in the execution of the contract, whereby the third party is obliged to respect the confidentiality of the personal data;
3. issuing of the personal data to third parties pursuant to a statutory obligation.

Moreover, Sannerose records information (inter alia by means of IP addresses) with respect to the security of the Sannerose Website and visitor statistics.

The personal data will, at your request, be destroyed by Sannerose as soon as the contract is executed. You have the option at all times to peruse your personal data or modify it. A request for perusal or modification of your personal data can be submitted by email, which can be sent to: [info@sannerose.com](mailto:info@sannerose.com).

## Amendments

Sannerose reserves the time to amend the privacy statement. An amendment will be published on the Sannerose Website. Please regularly check the Sannerose Website in order to determine the latest amendments.

## Queries

Should you have any queries or comments concerning our privacy policy, then please don't hesitate to contact:

Sannerose  
Fascinatio Boulevard 708  
2909 VA Capelle a/d IJssel  
Postbus 8562  
The Netherlands  
[info@sannerose.com](mailto:info@sannerose.com)