



# General conditions

**General Conditions [www.nasomed.eu](http://www.nasomed.eu).**

## Table of contents

- Article 1 - Definitions
- Article 2 - Identity of the Entrepreneur
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The agreement
- Article 6 - Right of withdrawal
- Article 7 - Costs in case of withdrawal
- Article 8 - Exclusion of right of withdrawal
- Article 9 - The price
- Article 10 - Conformity and guarantee
- Article 11 - Delivery and execution
- Article 12 - Transactions of duration: duration, termination and prolongation
- Article 13 - Payment
- Article 14 - Complaints procedure
- Article 15 - Disputes
- Article 16 - Additional or different provisions

# Article 1 – Definitions

In these terms and conditions, the following definitions shall apply:

1. **Reflection period:** the period within which the consumer can exercise his right of withdrawal;
2. **Consumer:** the natural person not acting in the exercise of a profession or business who enters into a distance contract with the entrepreneur;
3. **Day:** a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
4. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
5. **Right of withdrawal:** the possibility for the consumer to waive the distance contract within the cooling-off period;
6. **Model form:** the model form for withdrawal made available by the entrepreneur which a consumer can fill in when he wants to exercise his right of withdrawal.
7. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers at a distance;
8. **Distance contract:** an agreement whereby, within the framework of a system organized by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
9. **Technique for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur having come together in the same room at the same time.
10. **General Terms and Conditions:** the present General Terms and Conditions of the entrepreneur.

# Article 2 - Identity of the Entrepreneur

**NasoMed**

Eendrachtstraat 29  
3784KA Terschuur

Phone number: 0612036512

E-mail address: [customerservice@nasomed.eu](mailto:customerservice@nasomed.eu)

Chamber of Commerce number: 66354730

BTW-identification number: NL002141933B68

## Article 3 – Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract and order established between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the consumer's request.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general conditions may be made available to the consumer electronically in such a way that it can be stored by the consumer in a simple manner on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be inspected electronically and that, at the consumer's request, they will be sent electronically or otherwise free of charge.
4. In the event that specific product or service conditions apply in addition to these general conditions, the second and third paragraphs shall apply mutatis mutandis, and in the event of conflicting general conditions, the consumer may always rely on the applicable provision that is most favorable to him.

5. If one or more provisions in these general conditions are at any time wholly or partially void or annulled, the agreement and these conditions shall remain in force for the rest and the provision in question shall be replaced by mutual agreement without delay by a provision that approximates the purport of the original as closely as possible.
6. Situations not covered by these general terms and conditions should be judged "in the spirit" of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions, should be interpreted "in the spirit" of these general terms and conditions.

## Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true reflection of the products and / or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement.
5. Images accompanying products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what the rights and obligations are, which are attached to the acceptance of the offer. This concerns in particular:
  - the price including taxes;
  - the cost of shipping, if any;
  - The manner in which the agreement will be established and what actions are required for that purpose;
  - Whether or not the right of withdrawal applies;
  - the method of payment, delivery and performance of the agreement;

- the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
- the amount of the rate for distance communication if the cost of using the technique for distance communication is calculated on a basis other than the regular basic rate for the means of communication used;
- Whether the contract will be archived after its conclusion, and if so in which it can be accessed by the consumer;
- the manner in which the consumer, before the conclusion of the contract, can check and, if desired, rectify the data provided by him under the contract;
- any other languages in which, in addition to Dutch, the agreement may be concluded;
- the codes of conduct to which the trader has submitted and the manner in which the consumer can consult these codes of conduct electronically; and
- The minimum duration of the distance contract in the case of an endurance transaction.

## Article 5 - The Agreement

1. The agreement, subject to the provisions of paragraph 4, is concluded at the time of acceptance by the consumer of the offer and the fulfillment of the conditions set forth therein.
2. If the consumer has accepted the offer electronically, the entrepreneur shall immediately confirm electronically the receipt of the acceptance of the offer. As long as this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures to that end.
4. The entrepreneur may - within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation, while giving reasons.

5. The entrepreneur will include with the product or service to the consumer the following information, in writing or in such a way that it can be stored by the consumer in an accessible way on a durable data carrier:
  - the visiting address of the trader's office to which the consumer can address complaints;
  - the conditions under which and the manner in which the consumer can use the right of withdrawal, or a clear indication of the exclusion of the right of withdrawal;
  - the information on warranties and existing after-purchase service;
  - the data included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this data to the consumer before the execution of the agreement;
  - the requirements for terminating the contract if the contract has a duration of more than one year or is of indefinite duration.
6. In the case of a duration transaction, the provision of the previous paragraph applies only to the first delivery.
7. Each agreement is entered into under the condition's precedent of sufficient availability of the products in question.

## Article 6 - Right of withdrawal

1. When purchasing products, the consumer has the option of dissolving the agreement without giving reasons for 30 days. This reflection period starts the day after receipt of the product by the consumer or a representative previously designated by the consumer and made known to the entrepreneur.
2. For products not suitable to be returned for reasons of health protection or hygiene, the consumer has the right to cancel the order up to 14 days after receipt without giving any reason, provided that the seal has not been broken. When the seal is broken, the order is final and cannot be returned. Should the consumer make use of the right of withdrawal, he has another 14 days after cancellation to return the product. The consumer will then be credited for the full order amount including shipping costs. Only the return shipping costs from the consumer's home to the web store are for the consumer's account. Consult the carrier's website for the exact shipping rates. If the consumer uses the right of withdrawal, the product

will be returned to the entrepreneur with all delivered accessories and - if reasonably possible - in its original condition and packaging. To exercise this right, the consumer can contact us at [customerservice@nasomed.eu](mailto:customerservice@nasomed.eu) or register a return through his own account. We will then refund the order amount due within 14 days of reporting the return, provided the product has already been received in good order. If the product is damaged or the packaging has been opened or damaged, we may charge the consumer for depreciation or refuse the return. So please treat the product with care and make sure it is properly packaged when returning.

3. If the consumer wishes to use his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days after receipt of the product. The consumer must make this known by means of the model form or by another means of communication such as through his own account or by e-mail. After the consumer has made known that he wants to use his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods were returned in time, for example by means of proof of shipment.
4. If the customer has not made known after the expiration of the periods mentioned in paragraphs 2 and 3 that he wishes to exercise his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

## Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, at most the cost of return shipment shall be borne by him.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after revocation. This is subject to the condition that the product has already been received back by the entrepreneur or conclusive evidence of complete return can be presented. Repayment will be made through the same payment method used by the consumer unless the consumer explicitly authorizes a different payment method.
3. If the product is damaged due to careless handling by the consumer himself, the consumer is liable for any decrease in value of the product.

4. The consumer cannot be held liable for depreciation of the product if not all legally required information on the right of withdrawal has been provided by the entrepreneur, this must be done before the conclusion of the purchase agreement.

## Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the contract.
2. Exclusion of the right of withdrawal is only possible for products:
  - that have been made by the entrepreneur in accordance with the consumer's specifications;
  - that are clearly personal in nature;
  - which by their nature cannot be returned;
  - that can spoil or age quickly;
  - the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
  - For single newspapers and magazines;
  - for audio and video recordings and computer software for which the consumer has broken the seal;
  - For hygienic products whose seal has been broken by the consumer.
3. Exclusion of the right of withdrawal is only possible for services:
  - concerning lodging, transportation, restaurant business or leisure activities to be performed on a particular date or during a particular period;
  - The delivery of which began with the consumer's express consent before the expiration of the cooling-off period;
  - Regarding betting and lotteries.



# Article 9 - The price

1. During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Notwithstanding the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, with variable prices. This link to fluctuations and the fact that any prices mentioned are target prices will be mentioned in the offer.
3. Price increases within 3 months of the conclusion of the agreement are permitted only if they result from legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated it and:
  - o they are the result of statutory regulations or provisions; or
  - o the consumer has the authority to terminate the agreement as of the day the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.
6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

# Article 10 - Conformity and warranty

1. The trader guarantees that the products and/or services comply with the contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations that existed on the date the contract was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the agreement.
3. The legal warranty applies to all products. The duration of the legal warranty may vary based on the nature of the product.
4. Any defects or faulty products delivered must be reported in writing to the entrepreneur within 2 months of discovery.
5. The warranty does not apply if:
  - the consumer has repaired and/or modified the delivered products himself or had them repaired and/or modified by a third party;
  - the delivered products have been exposed to abnormal conditions or otherwise carelessly treated or have been treated contrary to the instructions of the entrepreneur and/or on the packaging;
  - the defectiveness is wholly or partly the result of regulations which the government has imposed or will impose on the nature or quality of the materials used.

# Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what is stated in paragraph 4 of this article, the company accepted orders expeditiously but not later than 30 days, unless consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order is not or only partially carried out, the consumer receives this no later than 30 days after the order was placed. The consumer in that case has the right to dissolve the agreement without cost. The consumer is not entitled to compensation.
4. All delivery terms are indicative. The consumer cannot derive any rights from any terms mentioned. Exceeding a deadline does not entitle the consumer to compensation.
5. In case of dissolution in accordance with the paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.
6. If delivery of an ordered product proves impossible, the entrepreneur will make an effort to provide a replacement item. At the latest upon delivery, it will be reported in a clear and comprehensible manner that a replacement article is being delivered. With replacement articles, the right of withdrawal cannot be excluded. The costs of any return shipment shall be borne by the entrepreneur.
7. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless otherwise expressly agreed.

# Article 12 - Duration transactions: duration, termination and renewal

## *Termination*

1. The consumer may at any time terminate a contract entered into for an indefinite period and which extends to the regular delivery of products (including electricity) or services, subject to agreed termination rules and a notice period not exceeding one month.
2. The consumer may terminate a fixed-term contract, which extends to the regular delivery of products (including electricity) or services, at any time at the end of the fixed term, subject to agreed termination rules and a notice period not exceeding one month.
3. The consumer may enter into the agreements mentioned in the previous paragraphs:
  - cancel at any time and not be limited to cancellation at a particular time or period;
  - terminate at least in the same manner as they were entered into by him;
  - always cancel with the same notice period as the entrepreneur has stipulated for himself.

## *Extension*

1. A contract entered into for a definite period of time, which extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a definite period of time.
2. Notwithstanding the previous paragraph, a fixed-term contract that has been concluded for the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the consumer can terminate this extended contract by the end of the extension with a notice period not exceeding one month.
3. A fixed-term contract that has been concluded for the regular delivery of products or services may be tacitly renewed for an indefinite period of time only if the consumer may terminate it at any time with a notice period of up to one month and a notice period of up to three months in the event that the contract extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
4. A limited duration agreement to regularly deliver daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

### ***Duration***

1. If a contract has a duration of more than one year, after one year the consumer may terminate the contract at any time with a notice period not exceeding one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

## **Article 13 - Payment**

1. Unless otherwise agreed, the amounts owed by the consumer should be paid within 7 working days after the start of the reflection period referred to in Article 6 paragraph 1. In case of an agreement to provide a service, this period starts after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to immediately report inaccuracies in payment information provided or stated to the entrepreneur.
3. In case of non-payment by the consumer, subject to legal restrictions, the entrepreneur has the right to charge the reasonable costs made known to the consumer in advance.

# Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaint procedure and handles the complaint in accordance with this complaint procedure.
2. Complaints about the performance of the agreement must be submitted to the entrepreneur fully and clearly described within 2 months, after the consumer has identified the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is amenable to dispute resolution.
5. For complaints, a consumer should first turn to the entrepreneur. If the online store is affiliated with WebwinkelKeur Foundation and for complaints that cannot be resolved by mutual agreement, the consumer should turn to WebwinkelKeur Foundation ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), which will mediate free of charge. Check whether this store has a current membership through <https://www.webwinkelkeur.nl/ledenlijst/>. If there is still no solution, the consumer has the option of having his complaint handled by the independent arbitration board appointed by WebwinkelKeur Foundation, the decision is binding and both entrepreneur and consumer agree to this binding decision. There are costs associated with submitting a dispute to this dispute committee, which should be paid by the consumer to the committee. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at its discretion, either replace or repair the delivered products free of charge.

## Article 15 - Disputes

1. On agreements between the entrepreneur and the consumer to which these general conditions relate, only Dutch law applies. Even if the consumer resides abroad.
2. The Vienna Sales Convention does not apply.

## Article 16 - Additional or different provisions

Additional provisions or provisions deviating from these general conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.