

Terms and conditions webshop

Introduction

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website or place an order through our Website, and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

Article 1. Definitions

1.1. **Novus Ventus International BV:** based in 's-Gravenzande and registered with the Chamber of Commerce under file number 70736294, trading as Novus Ventus International BV.

1.2. **Website:** the Website of Novus Ventus International BV, to be found on novusventus.shop/deli-pasta.nl/deli-bites.nl and all of its subdomains.

1.3. **Customer:** the natural person or corporation who enters into an agreement with Novus Ventus International BV and/or is registered on the Website.

1.4. **Agreement:** any arrangement or agreement between Novus Ventus International BV and Customer of which the General Terms and Conditions are an integral part.

1.5. **General Terms and Conditions:** these General Terms and Conditions.

Article 2. Applicability of the General Terms and Conditions

2.1. The General Terms and Conditions apply to all offers, agreements and deliveries of Novus Ventus International BV, unless explicitly agreed otherwise in writing.

2.2. If Customer in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon Novus Ventus International BV if and in so far as Novus Ventus International BV has accepted them in writing.

2.3. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, Customer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 3. Prices and information

3.1. All prices posted on the Website and in other materials originating from Novus Ventus International BV include taxes and other levies imposed by the government, unless stated otherwise on the website.

3.2. If shipping costs are charged, these will be clearly stated in good time before the contract is concluded. These costs will also be displayed separately in the ordering process.

3.3. The content of the Website is composed with the greatest care. Novus Ventus International BV cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from Novus Ventus International BV are subject to obvious programming and typing errors.

3.4. Novus Ventus International BV cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

Article 4. Conclusion of the Agreement

4.1. The Agreement will be deemed to be concluded at the moment Customer accepts the offer of Novus Ventus International BV subject to the conditions laid down by Novus Ventus International BV.

4.2. If Customer has accepted the offer by electronic means, Novus Ventus International BV will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, Customer will have the possibility to terminate the Agreement.

4.3. If it is found that, in accepting or otherwise entering into the Agreement, Customer has provided incorrect data, Novus Ventus International BV will have the right to postpone the Agreement until the correct data is received.

Article 5. Execution of the Agreement

5.1. As soon as Novus Ventus International BV has received the order, it will send the products to Consumer without delay and with due regard for the provisions of paragraph 3 of this article.

5.2. Novus Ventus International BV is authorised to engage third parties in the fulfilment of its obligations under the Agreement.

5.3. Well ahead of the date on which the Agreement is signed, information will be posted on the Website which clearly describes the manner in which and the term within which the products will be delivered. If no delivery term has been agreed or stated, the products will be delivered within 30 days at the latest.

5.4. If Novus Ventus International BV is unable to deliver the products within the agreed term, it will notify Consumer accordingly. In that case Consumer can decide either to agree to a new delivery date or to terminate the Agreement without incurring any costs.

5.5. Novus Ventus International BV advises Consumer to inspect the products upon delivery and to report any defects within an

appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.

5.6. The risks associated with the products will transfer to Consumer as soon as the products are delivered at the agreed delivery address.

5.7. If the ordered product can no longer be supplied, Novus Ventus International BV is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, Consumer will have the right to terminate the Agreement without incurring any costs and to return the product free of charge.

Article 6. Right of withdrawal/return

6.1. This article only applies if Consumer is a natural person who is not acting in his or her professional or commercial capacity. Business Consumers therefore have no right of withdrawal.

6.2. Consumer will have the right to dissolve the distance Agreement with Novus Ventus International BV within 14 days after receiving the product, free of charge and without stating reasons.

6.3. The term commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:

- if the delivery of a product involves different deliveries or parts: the day on which Consumer, or a third party designated by Consumer, received the last delivery or the last part;
- with contracts for the regular delivery of products during a given period: the day on which Consumer, or a third party designated by Consumer, received the last product;
- if Consumer has ordered several products: the day on which Consumer, or a third party designated by Consumer, received the last product.

6.4. Only the direct costs incurred for the return shipment are for Consumer's account. This means that Consumer will have to pay the costs of returning the product. Any shipping costs paid by Consumer and the purchase price paid for the product will be refunded to Consumer if the entire order is returned.

6.5. During the withdrawal period referred to in paragraph 1, Consumer will treat the product and its packaging with the utmost care. Consumer may not open the packaging or use the product unless this is necessary in order to determine the nature of the products, their features and their operation.

6.6. Consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted.

6.7. Consumer can terminate the Agreement in accordance with

paragraph 1 of this article by reporting the withdrawal (digital or in other form) to Novus Ventus International BV, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way. If Novus Ventus International BV makes it possible for Consumer to declare his withdrawal via electronic/digital means, then after receiving such a declaration, Novus Ventus International BV sends immediate confirmation of receipt.

6.8. As quickly as possible, but no later than 14 days after the day of reporting as referred to in paragraph 1, Consumer shall return the product, or hand it over to (a representative of) Novus Ventus International BV. Consumer can send the product directly to Novus Ventus International BV without a notice of withdrawal in advance within the period as mentioned in paragraph 1. Consumer must, in this case, include a written notice of withdrawal, such as the model form.

Products can be returned to the following address:

Novus Ventus International BV

Monsterseweg 5

2691JA, 's-Gravenzande

6.9. Any amounts already paid by Consumer (in advance) will be refunded to Consumer as soon as possible, and in any case within 14 days after dissolution of the Agreement. If Consumer chose an expensive method of delivery in preference to the cheapest standard delivery, Novus Ventus International BV does not have to refund the additional costs of the more expensive method. Except in cases in which Novus Ventus International BV has offered to retrieve the product himself, he can postpone refunding until he has received the product or until Consumer proves he has returned the product, depending on which occurs earlier.

6.10. Information about the applicability or non-applicability of a right of withdrawal and any required procedure will be posted clearly on the Website, well before the Agreement is concluded.

Article 7. Payment

7.1. Customer shall pay the amounts due to Novus Ventus International BV in accordance with the ordering procedure and any payment methods indicated on the Website. Novus Ventus International BV is free to offer any payment method of its choice and may change these methods at any time. In cases of payment after delivery Customer will be given a term of payment of 14 days entering on the day after delivery.

Article 8. Warranty and conformity

8.1. This article only applies if Consumer is a natural person who is not acting in his or her professional or commercial capacity. If Novus Ventus International BV gives a separate warranty on the products then, without prejudice to the aforesaid, this applies to all types of Consumers.

8.2. Novus Ventus International BV guarantees that the products are in conformity with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations that are in force from the date of entering into the Agreement. If specifically agreed, Novus Ventus International BV also guarantees that the product is suitable for other than normal use.

8.3. If the delivered product is not in conformity with the Agreement, Consumer must inform Novus Ventus International BV within a reasonable period of time after he has discovered the defect.

8.4. If Novus Ventus International BV deems the complaint to be correct, the faulty product(s) will be repaired, replaced or refunded in consultation with Consumer. The maximum amount of compensation is, having regard to the Article on liability, equal to the price paid by Consumer for the product.

Article 9. Complaints handling procedure

9.1. If Customer has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of Novus Ventus International BV's service, it can submit a complaint by telephone, by email or by post. See the contact details at the bottom of the General Terms and Conditions.

9.2. Novus Ventus International BV will respond to the complaint as soon as possible, and in any case within 3 days after having received it. If it is not yet possible for Novus Ventus International BV to formulate a substantive reaction to the complaint by that time, Novus Ventus International BV will confirm receipt of the complaint within 3 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to Customer's complaint.

9.3. If Customer is a natural person who is not acting in his or her professional or commercial capacity, it can file a complaint through the European Online Dispute Resolution platform, available at: <http://ec.europa.eu/odr/>.

Article 10. Personal details

10.1. Novus Ventus International BV will process the Consumer's personal details in accordance with the privacy statement, which can be found at <https://novusventus.shop/en/privacy/>.

Article 11. Final provisions

11.1. This agreement is governed by the laws of the country of establishment of the webshop.

11.2. Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where Novus Ventus International BV has its registered office.

11.3. If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.

11.4. The term 'written' in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

Contact details

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email or letter.

Novus Ventus International BV
Monsterseweg 5
2691JA, 's-Gravenzande
Tel.: +31 6 3356 11 61
Email: trading@novusventus.nl
Chamber of Commerce: 70736294
VAT: NL858439761B01