

Terms and Conditions

Webshop

preface

Below you will find our General Terms and Conditions. These always apply if you use or place an order through our Website. The Terms and Conditions contain important information for you as a buyer. Therefore, read this carefully. We also recommend that you save or print these terms and conditions so that you can read them again later.

Article 1. Definitions

- 1.1. **California Seeds:** based in Akkrum and registered with the Chamber of Commerce under registration number 75560402 trading under the name California Seeds.
- 1.2. **Website:** the California Seeds website, accessible via www.california-seeds.com and all associated subdomains.
- 1.3. **Customer:** the natural person who, acting in a professional or business capacity, enters into an Agreement with California Seeds and / or has registered on the Website.
- 1.4. **Agreement:** any agreement or agreement between California Seeds and the Customer, of which agreement the General Terms and Conditions form 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 California Seeds, unless explicitly agreed otherwise in writing.
- 2.2. If the Customer includes provisions or conditions that deviate from, or do not appear in, the General Terms and Conditions in its order, confirmation or notice of acceptance, these are only binding on California Seeds, if and insofar as they have been explicitly accepted by California Seeds in writing.
- 2.3. In the event that specific product or service terms and conditions apply in addition to these General Terms and Conditions, those terms and conditions

also apply, but in the event of conflicting terms and conditions, the Customer may always invoke the applicable provision that is most favourable to him.

Article 3. Prices and information

3.1. All prices stated on the Website and in other materials originating from California Seeds are inclusive of VAT and, unless otherwise stated on the Website, other levies imposed by the government.

3.2. If shipping costs are charged, this will be clearly stated in time for the conclusion of the Agreement. In addition, these costs will be shown separately in the ordering process.

3.3. The content of the Website has been compiled with the greatest care. However, California Seeds cannot guarantee that all information on the Website is accurate and complete at all times. All prices and other information on the Website and in other materials originating from California Seeds are therefore subject to obvious programming and typing errors.

3.4. California Seeds cannot be held responsible for (colour) deviations due to screen quality.

Article 4. Conclusion of the Agreement

4.1. The Agreement is concluded at the time of acceptance by the Customer of the offer of California Seeds and compliance with the conditions set by California Seeds.

4.2. If the Customer has accepted the offer electronically, California Seeds will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the Client has the option to terminate the Agreement.

4.3. If it turns out that incorrect information was provided by the Customer when accepting or otherwise entering into the Agreement, California Seeds has the right to fulfill its obligation only after the correct information has been received.

4.4. California Seeds can inform itself within legal frameworks whether the Customer can meet its payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If, based on this investigation, California Seeds has good reasons not to enter into the Agreement, it is entitled to refuse an order or request, or to attach special conditions, such as prepayment, to the implementation.

Article 5. Registration

5.1. To make optimal use of the Website, the Client can register via the registration form / the account registration option on the Website.

5.2. During the registration procedure, the Client chooses a username and password with which he can log in to the Website after registration. Customer is responsible for choosing a sufficiently reliable password.

5.3. The customer must keep his login details, his username and password strictly confidential. California Seeds is not liable for misuse of the login data and may always assume that a Customer who logs on to the Website is actually that Customer. Everything that happens via the account of the Customer falls under the responsibility and risk of the Customer.

5.4. If the Customer knows or suspects that his log-in data has fallen into the hands of unauthorized persons, he must change his password as soon as possible and / or inform California Seeds thereof, so that California Seeds can take appropriate measures.

Article 6. Execution Agreement

6.1. As soon as the order has been received by California Seeds, California Seeds will send the products as soon as possible with due observance of the provisions of paragraph 3 of this Article.

6.2. California Seeds is entitled to engage third parties to perform the obligations arising from the Agreement.

6.3. The delivery time is in principle 3 working days. The method of delivery can take place in different ways and is at the discretion of California Seeds.

6.4. If California Seeds cannot deliver the products within the agreed period, it will inform the Customer thereof. In that case, the customer can agree to a new delivery date or he will be given the option to terminate the Agreement free of charge.

6.5. California Seeds recommends that the Customer inspect the products delivered and report any defects that have occurred within a reasonable time, preferably in writing. See further the Article regarding warranty and conformity.

6.6. As soon as the products to be delivered have been delivered to the specified delivery address, the risk with regard to these products will be transferred to the Customer. If explicitly agreed otherwise, the risk is transferred to the Customer earlier. If the Customer decides to collect the products, the risk passes when the products are transferred.

6.7. California Seeds is entitled to deliver a similar product of similar quality as the ordered product, if the ordered is no longer available. Customer is then entitled to terminate the Agreement free of charge and to return the product free of charge.

Article 7. Right of withdrawal

7.1. This article only applies to the Client being a natural person who is not acting in the exercise of his profession or business.

7.2. Customer has the right to terminate the agreement with California Seeds concluded remotely free of charge within 14 days after receiving the product, without giving reasons.

7.3. The period starts on the day after the Customer, or a third party designated by him in advance, who is not the carrier, has received the product, or:

- if the Customer has ordered several products in the same order: the day on which the Customer, or a third party designated by him, has received the last product;
- if the delivery of a product consists of several shipments or parts: the day on which the Customer, or a third party designated by him, has received the last shipment or part;
- for Agreements for regular delivery of products during a certain period: the day on which the Customer, or a third party designated by him, has received the first product.

7.4. Customer must bear the return costs itself, if these costs are higher than the regular postal rate, California Seeds provides an estimate of these costs. The shipping costs incurred by the Customer when purchasing the product are not included in the costs for the return and remain at the Customer's own expense.

7.5. Within the withdrawal period referred to in paragraph 1, the Client will handle the product and the packaging with care. The customer will only open the package and use the product only to the extent necessary to ascertain the nature, characteristics and operation of products. The basic principle here is that this inspection may not go beyond what the Client could do in a physical store.

7.6. Customer is only liable for value reduction of the product that is the result of a way of handling the product that goes beyond what is permitted in the previous paragraph.

7.7. The Customer may terminate the Agreement in accordance with the period specified in paragraph 1 of this Article by sending the model form for withdrawal (digitally) to California Seeds, or otherwise informing California Seeds that it is withdrawing from the purchase. California Seeds confirms receipt of that report in the event of a digital report. After dissolution, the Client still has 14 days to return the product. It is also possible to immediately return the product within the cooling-off period specified in paragraph 1 of this Article, provided that the model withdrawal form or other unambiguous withdrawal statement is included.

Products can be returned to:

California Seeds
De Slachterij 24
8491AT, Akkrum
The Netherlands

7.8. Amounts (paid in advance) by the Customer will be reimbursed to the Customer as soon as possible, but no later than within 14 days after the termination of the Agreement, in the same way that the Customer has paid for the order. If the Customer has opted for a more expensive method of delivery than the cheapest standard delivery, California Seeds does not have to reimburse the additional costs for the more expensive method. Unless California Seeds offers to collect the product itself, California Seeds may wait to refund until California Seeds has received the product or until Customer demonstrates that it has returned the product, whichever is the earlier.

7.9. The Website clearly, timely before the conclusion of the Agreement, information about whether or not the right of withdrawal is applicable and any desired procedure is stated.

Article 8. Payment

8.1. Customer must make payments to California Seeds according to the payment methods indicated in the order procedure and possibly on the Website. California Seeds is free in the choice of offering payment methods and these may also change from time to time. In the event of payment after delivery, the Client has a payment period of 14 days starting on the day after delivery.

8.2. If the Customer does not meet his payment obligation (s) in time, he will be reminded of this after he has been informed by the California Seeds of the late payment and California Seeds has granted the Customer a period of 14 days to still meet his payment obligations. the absence of payment within this 14-day period, the statutory interest on the amount still owed and California Seeds is entitled to charge the extrajudicial collection costs incurred by it. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% over the following € 2,500 and 5% over the following € 5,000 with a minimum of € 40. California Seeds may, for the benefit of the Customer, deviate from the stated amounts and percentages.

Article 9. Warranty and conformity

9.1. This article only applies if there is a Customer who is not acting in the exercise of his profession or business. If California Seeds provides a separate guarantee on the products, this applies to all types of Customers, without prejudice to the just stated.

9.2. California Seeds guarantees that the products comply with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions and / or government regulations existing on the date of the conclusion of the Agreement. If specifically agreed, California Seeds also guarantees that the product is suitable for other than normal use.

9.3. If the delivered product does not comply with the Agreement, the Customer must notify California Seeds within a reasonable period of time after it has discovered the defect.

9.4. If California Seeds deems the complaint justified, the relevant products will be repaired, replaced or reimbursed after consultation with the Customer. With due observance of the Article on liability, the maximum reimbursement is equal to the price paid by the Customer for the product.

Article 10. Complaints procedure

10.1. If the Customer has a complaint about a product (in accordance with Article concerning warranty and conformity) and / or about other aspects of the service provided by California Seeds, he can submit a complaint to California Seeds by telephone, e-mail or by post. See the contact details at the bottom of the Terms and Conditions.

10.2. California Seeds will give the Customer a response to his complaint as soon as possible, but in any case within 30 days of receiving the complaint. If it is not yet possible to provide a substantive or definitive response, then California Seeds will confirm the complaint and give an indication of the period within which it expects to provide a substantive or definitive response to the complaint within 30 days of receiving the complaint. Customer complaint.

10.3. Customers who are not acting in the exercise of their profession or business can also submit a complaint via the European dispute settlement platform, which can be reached via <http://ec.europa.eu/odr/>.

Article 11. Personal data

11.1. California Seeds processes the personal data of the Customer in accordance with the privacy statement. This can be found here: <https://california-seeds.com/privacystatement>

Article 12. Final provisions

12.1. Dutch law applies to the Agreement.

12.2. Insofar as mandatory law does not provide otherwise, all disputes that may arise under the Agreement will be submitted to the competent Dutch court in the district where California Seeds is located.

12.3. If a provision in these General Terms and Conditions turns out to be invalid, this does not affect the validity of the entire General Terms and Conditions. The parties will in that case replace (a) new provision (s), which will give shape to the intention of the original provision as much as possible in law.

12.4. In these General Terms and Conditions, "written" also means communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.

Contact details

If you have any questions, complaints or comments after reading these General Terms and Conditions, please do not hesitate to contact us in writing or by e-mail.

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