

Terms of Use

Index:

Article 1 - Definitions

Article 2 - Entrepreneur's identity

Article 3 - Applicability

Article 4 - The offer

Article 5 - The agreement

Article 6 - Right of withdrawal

Article 7 - Obligations of the consumer during the reflection period

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

Article 9 - Obligations of the entrepreneur at revocation

Article 10 - Exclusion right of withdrawal

Article 11 - The price

Article 12 - Compliance and additional warranty

Article 13 - Delivery and execution

Article 14 - Duration transactions: duration, cancellation and renewal

Article 15 - Payment

Article 16 - Complaints procedure

Article 17 - Disputes

Article 18 - Additional or different provisions

Article 1 - Definitions

In these terms and conditions:

1. **Additional agreement:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract

and these matters, digital content and/or services are provided by the entrepreneur or by a third party party on the basis of an agreement between that third party and the entrepreneur;

2. **Reflection time:** the period within which the consumer can make use of his right of withdrawal;
3. **Consumer:** the natural person who does not act for purposes related to its trade, business, craft or professional activity;
4. **Day:** calendar day;
5. **Digital content:** data in digital form be produced and delivered;
6. **Duration agreement:** an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;
7. **Durable data carrier:** any tool - including e-mail - that the consumer or entrepreneur is able to store information addressed to him personally store in a manner that prevents future reference or use during a period that is tailored to the purpose for which the information is intended, and that unaltered reproduction of the stored information makes possible;
8. **Right of withdrawal:** the possibility of the consumer to waive the distance contract within the cooling-off period;
9. **Entrepreneur:** the natural or legal person who products, (access to) digital content and/or services remotely offers consumers;
10. **Distance contract:** an agreement that between the entrepreneur and the consumer is concluded in the context of an organized system for distance selling of products, digital content and/or services, up to and including the conclusion of the agreement, exclusive or joint use is made of one or more remote communication techniques;
11. **Model withdrawal form:** it in Annex I of these terms and conditions European model form for revocation;
12. **Remote communication technology:** means that can be used to conclude a contract, without consumer and entrepreneur need to be in the same room at the same time gathered.

Article 2 - Entrepreneur's identity

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If the activity of the entrepreneur is subject to a relevant licensing scheme: the data on the supervisory authority

If the entrepreneur practices a regulated profession:

- the professional association or organization to which he is affiliated;
- the professional title, place in the EU or the European Economic Area Space where it is assigned;
- a reference to the professional rules that apply in the Netherlands of are applicable and indications where and how these professional rules be accessible.

Article 3 - Applicability

1. These terms and conditions apply to any offer from the entrepreneur and on any distance contract concluded between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions made available to the consumer. If this is not reasonably possible, the entrepreneur will the distance contract is concluded, indicate how the general terms and conditions can be viewed at the entrepreneur and that they are request of the consumer as soon as possible free of charge sent.
3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is closed, the text of these general terms and conditions along be made available to the consumer electronically on in such a way that it can be easily used by the consumer are stored on a durable data carrier. If this is not reasonably possible, before the agreement is concluded distance is closed, indicate where of the general conditions can be read electronically and that they, at the request of the consumer, electronically or by other means will be sent free of charge.
4. In the event that in addition to these general terms and conditions, specific product or service terms apply, it is second and third paragraphs apply mutatis mutandis and the consumer may in the event of conflicting conditions, always invoke the applicable provision which is most favorable to him.

Article 4 - The offer

1. If an offer has a limited period of validity or is conditions, this is expressly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow

a proper assessment of the offer by the consumer. If the entrepreneur uses of images, these are a true representation of the products, services and/or digital content offered. Apparently mistakes or obvious errors in the offer bind the entrepreneur not.

3. Each offer contains such information that for the consumer it is clear what the rights and obligations are, which are acceptance of the offer.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement established at the time of acceptance by the consumer of the offer and the fulfillment of the conditions set therein.
2. If the consumer has made the offer electronically accepted, the entrepreneur immediately confirms electronically the receipt of acceptance of the offer. As long as the reception of this acceptance has not been confirmed by the entrepreneur, the consumer to dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur appropriate technical and organizational measures to security of the electronic transmission of data and ensures a secure web environment. If the consumer can electronically pay, the entrepreneur will take appropriate security measures to that end take into account.
4. Within legal frameworks, the entrepreneur can - be informed determine whether the consumer can meet his payment obligations, as well as all those facts and factors relevant to a responsible conclusion of the distance contract. If the entrepreneur, on the basis of this investigation, has good grounds to not to enter into an agreement, he is entitled to order or request to refuse or to the execution of special to attach conditions.
5. The entrepreneur will provide the service at the latest upon delivery of the product, or digital content to the consumer the following information, in writing or in such a way that it is received by the consumer in a accessible way can be stored in a sustainable data carrier, send:
 1. the visiting address of the establishment of the entrepreneur where the consumer can turn to with complaints;
 2. the conditions under which and the way in which the consumer of the can use the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
 3. the information about guarantees and existing after-sales service;
 4. the price including all taxes of the product, service or digital content; to the extent applicable, the costs of episode; and the method of payment, delivery or execution of the distance contract;
 5. the requirements for termination of the contract if the agreement has a duration of more than one year or of indefinite expensive;
 6. if the consumer has a right of withdrawal, the model form for revocation.
6. In the case of an expensive transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

At products:

1. The consumer can enter into an agreement with regard to the purchase of a product during a cooling-off period of at least 14 days without cancel statement of reasons. The entrepreneur may ask the consumer to the reason for revocation, but this does not specify his reason(s) oblige.
2. The reflection period referred to in paragraph 1 commences on the day after the consumer, or a third party designated in advance by the consumer, who is not is the carrier, has received the product, or:
 1. if the consumer has several products in the same order ordered: the day on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, provided he consumer here prior to the ordering process in a clear manner has inquired about, an order for multiple products with a different delivery time refuse.
 2. f the delivery of a product consists of several shipments or parts: the day on which the consumer, or a designated person third, has received the last shipment or the last part;
 3. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

For services and digital content that is not on a tangible medium delivered:

3. The consumer can sign a service agreement and an agreement for supply of digital content that is not on a tangible medium delivered during at least 14 days without giving reasons dissolve. The entrepreneur may ask the consumer for the reason for revocation, but do not oblige him to state his reason(s).
4. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content which has not been delivered on a material medium in the event of not informing about right of withdrawal:

5. If the entrepreneur provides the consumer with the legally required information about the right of withdrawal or the model form for has not provided the revocation, the cooling-off period expires twelve months after the end of the original, in accordance with the previous paragraphs the cooling-off period established by this article.
6. If the entrepreneur provides the information referred to in the preceding paragraph has provided to the consumer within twelve months after the

commencement date of the original cooling-off period, the cooling-off period 14 days after the day on which the consumer has that information receive.

Article 7 - Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer will handle the product and packaging. He will only unpack the product or to the extent necessary to determine the nature, characteristics and operation of the product. The starting point here is that the consumer may only handle and inspect the product as he should be allowed to do that in a shop.
2. The consumer is only liable for depreciation of the product resulting from a way of handling the product that goes beyond what is allowed in paragraph 1.
3. The consumer is not liable for depreciation of the product product if the entrepreneur does not supply it before or at the conclusion of the agreement all legally required information about the has provided a right of withdrawal.

Article 8 - Exercise of the consumer's right of withdrawal and costs thereof

1. If the consumer makes use of his right of withdrawal, he this within the cooling-off period by means of the model form for revocation or otherwise unambiguously to the entrepreneur.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product, or he hands this over to (an authorized representative of) the entrepreneur. This is necessary not if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur instructions.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal rests with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must bear the costs or if the entrepreneur indicates that he will bear the costs himself the consumer does not have to bear the costs for return.
6. If the consumer withdraws after having first expressly requested that the provision of the service or supply of gas, water or electricity not made ready for sale in limited volume or quantity begins during the cooling-off period, the consumer owes the entrepreneur an amount that is proportional to that part of the commitment that is paid by the entrepreneur has fulfilled at the time of withdrawal, compared to the full fulfillment of the contract.
7. The consumer does not bear any costs for the performance of services or the supply of water, gas or electricity that is not ready for sales are made in a limited volume or quantity, or up to supply of district heating, if:

1. the entrepreneur the consumer the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal or the has not provided a model withdrawal form, or;
2. the consumer does not expressly request the commencement of the execution of the service or supply of gas, water, electricity or district heating during the cooling-off period.

8. The consumer bears no costs for the full or partial delivery of digital content not supplied on a tangible medium, if:
 1. he has not expressly stated prior to its delivery agreed to commence performance of the contract for the end of the cooling-off period;
 2. he has not acknowledged to lose his right of withdrawal when granting his consent; or
 3. the entrepreneur has failed to provide this statement from the consumer confirm.

9. If the consumer makes use of his right of withdrawal, all additional agreements dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in the event of withdrawal

1. If the entrepreneur reports the withdrawal by the consumer on makes it possible electronically, upon receipt of this report an acknowledgment of receipt without delay.
2. The entrepreneur reimburses all payments from the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the If the entrepreneur offers to collect the product himself, he may wait with refund until he has received the product or until the consumer proves that he has returned the product, depending on which time falls earlier.
3. The entrepreneur uses the same payment method for reimbursement that the consumer has used, unless the consumer agrees to a other method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to additional costs for the more expensive method are non-refundable.

Article 10 - Exclusion right of withdrawal

The entrepreneur can exclude the following products and services from: the right of withdrawal, but only if the entrepreneur clearly states this the offer, at least in time for the conclusion of the agreement, has mention:

1. Products or services whose price is linked to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction is understood to mean a method of sale in which products, digital content and/or services are supplied by the entrepreneur offered to the consumer who is personally present or the will be given the opportunity to be personally present at the auction, under the direction of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full performance of the service, but only if:
 1. the performance has begun with express prior consumer consent; and
 2. the consumer has declared that he loses his right of withdrawal as soon as the entrepreneur has fully executed the agreement;
4. Package travel as referred to in Article 7:500 of the Dutch Civil Code and agreements of passenger transport;
5. Service agreements for the provision of accommodation, if in the agreement a certain date or period of execution is provided and other than for residential purposes, freight transport, car rental services and catering;
6. Agreements relating to leisure activities, as in the agreement is a specific date or period of execution thereof provided;
7. Products manufactured to consumer specifications, which are not prefabricated and are manufactured on the basis of a individual choice or decision of the consumer, or which is clearly are intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products which for reasons of health protection or hygiene are not suitable to be returned and whose seal after delivery is broken;
10. Products that are irrevocably mixed after delivery due to their nature are with other products;
11. Alcoholic drinks, the price of which has been agreed upon at the conclusion of the agreement, but the delivery of which can only be take place after 30 days, and on which the actual value depends fluctuations in the market on which the entrepreneur has no influence has;
12. Sealed audio, video recordings and computer software, of which the seal after delivery is broken;
13. Newspapers, periodicals or magazines, with the exception of subscriptions to this;
14. The supply of digital content other than on a tangible medium, but only if:
 1. the performance has begun with express prior consumer consent; and
 2. the consumer has declared that he has exercised his right of withdrawal loses.

Article 11 - The price

1. During the validity period stated in the offer, the prices of the products and/or services offered are not increased, subject to price changes due to changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may purchase products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with offer variable prices. This bondage to fluctuations and the fact that any prices quoted are target prices, are the offer stated.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur stipulated this has and:
5. these are the result of statutory regulations or provisions; or
6. the consumer has the authority to terminate the agreement with effective from the day on which the price increase takes effect.
7. The prices mentioned in the offer of products or services are including VAT.

Article 12 - Compliance agreement and extra warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, to the reasonable requirements of reliability and/or usability and the the date of the conclusion of the agreement existing legal provisions and/or government regulations. In the event that agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. Any by the entrepreneur, its supplier, manufacturer or additional warranty provided by the importer never limits the legal rights and claims that the consumer may have under the agreement can assert against the entrepreneur if the entrepreneur is failed to perform its part of the agreement.
3. Extra warranty is understood to mean any obligation of the entrepreneur, his supplier, importer or producer in which this grants to the consumer certain rights or claims that further go beyond what it is legally obliged to do in the event that it is failed to perform its part of the contract.

Article 13 - Deliveries performance

1. The entrepreneur will take the greatest possible care when receiving and executing orders from products and when assessing applications for the granting of services.
2. The place of delivery is the address provided by the consumer to the entrepreneur has made known.
3. With due observance of what is stated about this in Article 4 of this terms and conditions is stated, the entrepreneur will accept orders expeditiously but within 30 days at the latest unless a different delivery term has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer of this no later than 30 days after he placed the order has message.

In that case, the consumer has the right to to dissolve the agreement without costs and the right to any compensation.

4. After dissolution in accordance with the previous paragraph, the entrepreneur will that the consumer has paid without delay.
5. The risk of damage and/or loss of products rests at the entrepreneur until the moment of delivery to the consumer or a designated in advance and made known to the entrepreneur representative, unless expressly agreed otherwise.

Article 14 - Duration transactions: duration, cancellation and extension

Cancellation:

1. The consumer can conclude an agreement that is for an indefinite period and which extends to the regular delivery of products (including electricity) or services, at all times cancel with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can enter into an agreement that is for a definite period of time and which extends to the regular delivery of products (including electricity) or services, at any time against terminate the end of the fixed term with due observance of the agreed cancellation rules and a notice period of no more than one month.
3. The consumer can conclude the agreements referred to in the previous paragraphs:
 - cancel at any time and not be limited to cancellation on a certain time or in a certain period;
 - At least denounce in the same way as they are through him entered into;
 - always cancel with the same notice period as the entrepreneur before has stipulated itself.

Extension:

4. An agreement that has been entered into for a definite extends to the regular delivery of products (electricity including) or services, may not be tacitly renewed or renewed for a specified duration.
5. Notwithstanding the previous paragraph, an agreement that has entered into a certain period and which extends to regular delivery of daily news and weeklies and magazines become silent extended for a fixed period of up to three months, if the consumer this extended agreement by the end of the can terminate an extension with a notice period of not more than one month.
6. An agreement that has been entered into for a definite period of time and that expires to the regular delivery of products or services, may only be tacitly renewed for an indefinite period if the consumer may cancel at any time with a notice period not exceeding one month. The notice period is a maximum of three months in case the agreement extends to the settled, but less than once per month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration until the arranged acquaintance delivery of daily, news and weekly newspapers and magazines (trial or introductory

subscription) will not be continued tacitly and ends automatically at the end of the trial or familiarization period.

Duration:

8. If an agreement has a duration of more than one year, the consumer after one year the agreement at all times with a notice period of no more than one month, unless the reasonableness and fairness oppose cancellation before the end of the change the agreed duration.

Article 15 - Payment

1. Insofar as not provided otherwise in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after closing of the agreement. In the event of an agreement to provide of a service, this period starts on the day after the consumer has received confirmation of the agreement.
2. When selling products to consumers, the consumer may general terms and conditions are never obliged to pay in advance of more than 50%. When prepayment is stipulated, the consumer can do not assert any rights with regard to the execution of the relevant order or service(s), before the stipulated prepayment has been made.
3. The consumer has the obligation to correct inaccuracies in provided or to report the stated payment details to the entrepreneur without delay.
4. If the consumer does not fulfill his payment obligation(s) in time complies, after he has been informed by the entrepreneur of the late payment and the entrepreneur gives the consumer a period of 14 days has granted to still meet its payment obligations, after failure to pay within this 14-day period, about the amount owed owes the statutory interest and the entrepreneur is entitled to the extrajudicial charge collection costs. These collection costs amount to maximum: 15% on outstanding amounts up to € 2,500; 10% on the subsequent € 2,500 and 5% on the next € 5,000 with a minimum of € 40,=. The entrepreneur can, for the benefit of the consumer, deviate from the stated amounts and percentages.

Article 16 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted reasonable time after the consumer has discovered the defects, be submitted fully and clearly described to the entrepreneur.
3. Complaints submitted to the entrepreneur will be processed within a period of 14 days from the date of receipt answered. Like a complaint requires a foreseeable longer processing time, the entrepreneur replied within the period

of 14 days with a message of receipt and an indication when the consumer will receive a more detailed can expect an answer.

4. If the complaint is not made within a reasonable period or within 3 months after the submission of the complaint, can be made in mutual consultation resolved, a dispute arises that is subject to the dispute settlement.

Article 17 - Disputes

1. On agreements between the entrepreneur and the consumer to which these general terms and conditions, is exclusively Dutch applicable law.

Article 18 - Additional or deviating provisions

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