

1. SCOPE

a. These General Terms and Conditions ("GTC") govern the provisions under which Vitality Business Advice B.V. Aegidiusstraat 6, 3061 XL Rotterdam Netherlands ("Vitality") sells the services and products offered on its Internet website ("Websites") to customers ("Customers"). The GTC can be viewed at any time on Vitality's website and will be sent to the customer by e-mail in the event of a contract being concluded.

Deviating agreements shall only apply in the event that Vitality has agreed to them in writing. Vitality reserves the right to change these GTC at any time.

b. By placing the order, these general terms and conditions shall be deemed to have been accepted by the customer. The customer also declares that he is at least eighteen (18) years old and purchases the ordered service or products only for his own use.

2. CONCLUSION OF CONTRACT

The offer of Vitality represents a non-binding invitation to the customer to service or order goods. By ordering the desired service or goods, the customer makes a binding offer to conclude a purchase contract. Vitality will confirm receipt of the order by e-mail. However, this confirmation e-mail does not constitute acceptance of the offer. A purchase contract is only concluded when the ordered service or goods have been sent to the customer, unless Vitality expressly accepts the offer at an earlier date.

3. PRICE, SHIPPING, PAYMENT, DEFAULT

a. Prices are final prices in euros and correspond to those displayed on the Website at the time of placing the order by the Customer.

b. Shipping costs are added for shipping. This is done via a warehouse in the Netherlands. The shipping costs are calculated via a flat rate, added to the product prices, and displayed as part of the ordering process.

c. The following payment methods are accepted:

Credit file (Visa, MasterCard, Discover, JBC, American Express)

d. The delivery of ordered service or products takes place as soon as possible (usually after 7 days), but at the latest within 30 days after the day on which Vitality places the order.

e. With the update of the website or the price list, previous price information will become obsolete.

f. A set-off with unrecognized or not legally established counterclaims of the customer is excluded.

e. If the recovery of claims is handed over to a collection agency after debtor default, the customer is obliged to bear the incurred and reasonable costs for the corresponding claim. Any further damages of Vitality remain unaffected by this.

4. CANCELLATION POLICY

a. Right of withdrawal:

You have the right to revoke this contract within fourteen (14) days without giving reasons.

The revocation period is fourteen (14) days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the goods. In the case of a contract for several goods ordered within the framework of a single order and which are delivered separately, the period begins from the day on which you or a third party named by you, who is not the carrier, has taken possession of the last goods.

In order to exercise your right of withdrawal, you must inform us about your decision to revoke this contract by means of a clear declaration (e.B. a letter sent by post or e-mail). For this purpose, you can also use the model withdrawal form at the end of these GTC. However, this is not mandatory.

Vitality Business Advice B.V.
Aegidiusstraat 6
3061 XL, Rotterdam, Netherlands
E-Mail: info@vitality.com

To comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

b. Consequences of revocation:

If you withdraw from this contract, we shall reimburse you all payments we have received from you, including delivery costs (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which vitality received notification of your revocation of this contract. For this repayment, Vitality will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. Under no circumstances will you be charged any fees for this repayment.

Vitality may refuse reimbursement until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to Vitality immediately and in any case no later than fourteen days from the day on which you inform us of the revocation of this contract to the following address:

Return address:
Vitality Business Advice B.V. Aegidiusstraat 6 3061 XL, Rotterdam, Netherlands

E-mail: info@vitality.com

The deadline is met if you send the goods before the expiry of the period of fourteen days. You bear the direct costs of returning the goods. You only have to pay for any loss of value of the goods if this loss of value is due to handling of the goods that is not necessary to check the nature, characteristics and functioning of the goods.

Please note that there are legal exceptions to the right of withdrawal (§ 312g BGB). Accordingly, the right of withdrawal may expire prematurely in the case of contracts for the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery (e.g. for cosmetics)

5. SATISFACTION GUARANTEE / COMPLAINTS

The European Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed under www.ec.europa.eu/consumers/odr. We are neither obliged nor willing to participate in the dispute settlement procedure.

6. LIABILITY FOR DEFECTS (WARRANTY)

The buyer is entitled to the statutory claims for defects.

Should the websites or other materials with price information contain obvious errors (spelling or calculation errors), Vitality reserves the right to charge the correct price.

In all other respects, Vitality excludes liability for slightly negligent breaches of contract. The same applies to breaches of contract by auxiliary persons.

7. APPLICABLE LAW / PLACE OF JURISDICTION

a. For all disagreements and legal disputes arising in connection with the business relationship, German law shall apply exclusively to customers from Germany, exclusively Austrian law for customers from Austria and exclusively Swiss law for customers from Switzerland, in all countries to the exclusion of the UN Sales Law.

b. In principle, the place of jurisdiction is the place of residence of the customer.

Last update: Sept 2021

Sample withdrawal form

If you want to cancel the contract, please fill out this form and send it back to:

Vitality Business Advice B.V.
Aegidiusstraat 6
3061 XL, Rotterdam, Netherlands
E-mail: info@vitality.com

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods / the provision of the following service (*): (name of the goods, if applicable order number and price):

Ordered on (*)/received on (*): _____

Name of consumer(s): _____

Address of consumer(s): _____

Date: _____

(*) Delete as appropriate