

General terms and conditions Hermie

Article 1: Definitions

In these general terms and conditions, the following terms are used in the following sense, unless expressly stated otherwise:

- **The entrepreneur:**

The company with the trade name "Hermie Online",

Hermie Online BV

Industrielaan 5

9900 Eeklo

Belgium

E-mail address: info@hermie.com

Telephone number: +32 (0)9 396 59 00

VAT identification number: BE 0667 957 242

Netherlands: NL825825532B01

France: FR55893277541

Germany: DE338629107

Please note: we are based in Belgium but have several VAT identification numbers.

Bank account number(s): KBC: BE34 7390 1430 6790 - KREDBEBB ; ING: BE19 3630 0961 9612 - BRUBEBB

EC PLANT PASSPORT - BE

FAVV/AFSCA - REG. NR 103037

Phytosanitary licence: 21.G.00118 - NP

- **The website:**

The websites registered by the entrepreneur, and all underlying pages, with the explicit exception of links. Non-exhaustive examples: www.hermie.com; www.hermie.eu; www.hermie.nl and others.

- **The product:**

The item or items which, on conclusion of the contract between the entrepreneur and the client, are to be delivered to the client within an agreed period, and for which the client is to pay the agreed price.

- **The customer:**

Any natural person who trades with the entrepreneur.

- **The agreement:**

Each offer of the entrepreneur and on each concluded distance contract and order between entrepreneur and customer.

Article 2: General

These terms and conditions apply to every offer and/or quotation, as well as to every contract between the entrepreneur and the customer, as well as to the execution of the contract.

The contract shall enter into force after payment of the order placed. Upon payment, you legally accept the full terms and conditions.

Situations not regulated by these general terms and conditions are to be assessed 'in the spirit' of these general terms and conditions.

Any ambiguity regarding the interpretation or content of one or more provisions of our terms and conditions shall be interpreted "in the spirit" of these terms and conditions.

Article 3: Images and product info

Images, drawings, dimensions and weights of the products to be delivered are shown on the website as accurately as possible. Images are intended purely for illustrative and decorative purposes and may contain elements that are not included in the price or differ from the article.

For plants or other "living" products, a photo of a fully grown plant or of the plant at another time of the season can be used. Photos of these living products can therefore not be truthful! Obvious mistakes or obvious errors in the offer are not binding for the entrepreneur.

Entrepreneur makes great efforts to display and maintain all information on the website as completely and correctly as possible. However, errors can always occur. You can always report this and the trader will do everything in his power to rectify it as quickly as possible. However, the entrepreneur cannot be held liable for direct or indirect damage resulting from actions and/or decisions based on the information provided.

No information, articles or images may be copied or used for any purpose without the prior written consent of the Company. In the event of infringements, the Company reserves the right to claim damages.

Article 4: Product prices

The prices of the offered products, shipping and packaging costs include VAT.

De factuurprijs is op basis van de vermelde prijs op het moment van registratie van de bestelling. Ondernemer behoudt het recht om prijzen The invoice price is based on the price stated at the time the order was registered. The Company reserves the right to adjust prices according to market conditions. Prices are subject to printing and typesetting errors and possible price increases. No liability is accepted for the consequences of printing and typesetting errors. Our promotions and actions cannot be combined.

Article 5: Obligation to provide information about electronic products

- **The seller's acceptance obligation:**

We comply with all legal obligations regarding the disposal of waste batteries and electrical and electronic equipment. We and our partners ensure that the batteries and electronic devices sold by us are correctly taken back and processed. We emphasise to our customers that, in accordance with the applicable regulations, electrical and electronic appliances and batteries that have reached the end of their service life or are obsolete or no longer work must not be thrown in the dustbin or in the selective sorting bins of their local authority. This prohibition is indicated on the products themselves by the symbol of the crossed-out wheelie bin. The aim of these regulations is to reduce the waste of raw materials and to protect the environment and human health by preventing the dispersal in nature of substances contained in certain appliances. You have the option of handing in this waste at a suitable collection point or at our collection desk at Industrielaan 5, 9900 Eeklo.

- **Recupel contribution included in price:**

The price of our electrical and electronic products already includes a Recupel contribution.

Article 6: Delivery and Delivery Time

The prices in the mentioned offers, quotations and/or orders are exclusive of shipping costs, unless indicated otherwise.

Shipping costs are only valid for delivery in Belgium and the Netherlands. Delivery to other countries is not possible, or only against a previously communicated surcharge in writing. The parcel will be delivered to the door (ground floor) insofar as this is

accessible. Delivery will not take place behind the house or on a floor. The company is not responsible for damage to driveways.

The Company shall make every effort to deliver within the indicated time periods. However, these mentioned/indicated delivery dates are never to be considered as deadlines. The Company is not liable for exceeding a delivery date. Delays cannot give cause for cancellation or for claiming compensation from the Company.

If the Company is unable to deliver a product within the statutory period of 30 days, unless the Customer has agreed to a longer delivery period, the Customer must be notified and the Contract may be dissolved after consultation. Exceptions to this are custom-made products for the customer (such as garden greenhouses).

In the event of the customer being absent several times or if an incorrect delivery address has been provided, the Company cannot be held responsible for the non-execution of the delivery. The order is then returned to the Company. After communicating with the Customer, the order can be delivered again under the following conditions:

- Customer has to pay the additional costs incurred by the return shipment and re-delivery. The amount of these costs will be communicated to the customer before redelivery and usually, but not binding, amounts to 2 x the standard shipping costs (1 return delivery and 1 additional delivery)
- The Company is not responsible for quality problems with living plants as a result of the longer transport period or longer storage at the Company (lack of light & water).

The customer has **5 working days to report non-conforming deliveries**. This can be done through our [customer service department](#).

Article 7: Force majeure

1. The Company is not required to comply with any obligation arising from any contract as referred to in these terms and conditions if the Company is hindered in doing so as a result of a circumstance that is not its fault and for which it cannot or should not be held accountable by virtue of the law or generally accepted practice, including all external causes, foreseen or unforeseen, over which the Company has no control, including strikes in the Company's business.

2. The Contractor is also entitled to invoke force majeure as referred to in paragraph 1 if this force majeure occurs after the Contractor should have fulfilled its obligations.

3. If the force majeure lasts longer than two months, both parties shall be entitled to invoke the dissolution of the agreement.

Article 8: Right of withdrawal and returns

• Return period

The legal return period is 14 days but at Hermie you can enjoy a **30-day reflection period**. This means that you must register your return within 30 days of receipt. After registering, you still have 14 days to return your shipment.

Attention: has your product arrived damaged? If so, please contact our customer service department. Putting a product into service is equivalent to accepting the product in its delivered condition. Does your product arrive damaged and you do not report this to our customer service, but you do use the product? Then we can no longer take action if a case is submitted after it has been put into use.

You can find more information in the section "[Right of withdrawal](#)" on the website.

• Registering the return

The customer should notify entrepreneur prior to returning the product and/or products. This should be done via our return platform hermie-online.returnless.com for smooth & fast processing of returns. The same processing time & return procedure applies for dropping off the return shipment at our collection point as for shipment by courier service. The procedure for returns is also described on the "[Right of withdrawal](#)" page.

• Return costs

The costs of the return shipment are to be borne by the customer. Operator does not have to accept cash on delivery shipments. Unstamped or insufficiently stamped shipments will always be refused and returned to the sender. Via the return platform hermie-online.returnless.com a **shipping label can also be purchased to send the return package to us via a parcel point**. The rates for a return are between €10 and €15, depending on the weight and country.

Any damage caused during the return process is the customer's responsibility.

• Return conditions

- The online customer has the right to view & test the received item (just like in-store), as long as it does **not leave any signs of use or damage** (e.g. stains, smoke smell, water, cleaning products...). Is this the case? Then we may award a **depreciation** on the returned item. *This point can sometimes give rise to discussion and we would like to refer you to the [FPS Economy website](#) where the clear regulations on testing out products can be found. Concrete examples of depreciation can be found on the page about [the right of withdrawal](#).*

- Also **consumables** (such as cleaning products, rat and mouse poison, liquid fertiliser...) cannot be returned after they have been opened & used/tested, even if only partially. **Hygiene products**, such as pampers, cannot be returned once the packaging has been opened after receipt. This breaks the seal & they no longer comply with the return conditions for hygiene products.
- The returned item must be **complete** (all parts are present)
- **The packaging is not damaged more than necessary to open it.** If tape would be used around the packaging for reinforcement, we recommend using transparent tape. This will allow the product to go back on sale with its original packaging. If possible, the original packaging is best wrapped in an extra box or wrapped with paper.
- If the product is damaged due to **careless handling** by the consumer, the consumer is liable for any depreciation in value of the product.

• Exceptions to the right of return

At Hermie, you can return the vast majority of items. Legally, consumers can NOT exercise their right of withdrawal if:

- the delivered goods can spoil quickly or have a limited shelf life. Specific examples are nematodes, nematodes and plants.
- the delivered goods have been manufactured according to the consumer's specifications, or are clearly intended for a specific person. Specific examples are conservatories (size and colour made to the customer's specifications).

• Refund

The customer will receive a refund of the relevant products and shipping costs up to 14 days after notification of the return, provided the product is received here and depending on the condition in which they are received by entrepreneur.

Read more about our right of withdrawal [here](#) .

Article 9: Cancellation

Cancellation or modification of an order is not possible for perishable goods (e.g. plants). In case of cancellation, the advance payments are not recoverable.

In the event of a cancellation of a paid order, an administration fee of 5 % will be deducted from the amount with a minimum of EUR 10.

If the entrepreneur is unable to deliver a product within the statutory period of 30 days, unless the customer has agreed to a longer delivery period, the customer must be notified before expiry of the period and, after consultation, the agreement can be dissolved or a second delivery period can be agreed. **Exceptions are custom-made products (such as garden greenhouses).** If the alternative delivery period is not met, the consumer can dissolve the agreement free of charge.

Article 10: Warranty

We choose our products carefully and want to deliver them to you in top condition. Although the couriers do their utmost, it can unfortunately happen that an order is damaged during transport or that a product does not work properly (e.g. due to a manufacturing defect). In these cases you can make a warranty claim.

To make a warranty claim, you are legally obliged to report the defect to us within two months of its discovery. If the defect is covered by the guarantee, we will repair or replace your product free of charge. If the product has not been used in the way it was intended, no warranty claim can be made.

The warranty conditions and period can be found on the product page or you can contact our [customer service](#).

• Warranty period

We apply the statutory minimum guarantee period of two years to the delivery of goods, if the goods do not comply with the order placed. This means that in the event of defects or malfunction of the goods, a free repair or replacement is possible up to two years after delivery.

As far as possible and reasonable, you have the choice between repair or replacement. Only in the event that the repair or replacement is excessive or impossible, or cannot be carried out within a reasonable period of time, do you have the right to demand a price reduction or the rescission of the contract of sale.

If the defect or fault becomes apparent within the warranty period, it is assumed to have already existed before delivery unless we can prove otherwise. After the warranty period, you yourself will have to prove that the defect was already present at the time of delivery.

• Exceptions to the guarantee

The guarantee does not apply if:

- The customer has repaired and/or modified the delivered products himself or has had them repaired and/or modified by third parties
- The delivered products have been exposed to abnormal conditions or are otherwise carelessly handled or contrary to the instructions of the entrepreneur and / or on the packaging
- The inadequacy is wholly or partially the result of government regulations concerning the nature or quality of the materials used.
- The customer uses the products for professional purposes. All our products are intended for domestic use only.

• **Making a claim under the guarantee**

Do you want to make a claim under our guarantee? Please send us pictures of the damaged or defective product, together with your purchase details. You can email these details to info@hermie.com. The customer service department will assess whether the product needs to be returned to us for inspection/repair (and will provide you with a return label so you can take the package to a PostNL parcel point in your area) or whether you will immediately receive a new product.

For some brands (e.g. Intex), the defective product must be taken to a repair point or you can contact the supplier directly. This has been agreed in advance with the supplier so that we can offer you an even better & faster (repair) service. If this is the case, you will be informed by the customer service department and they will provide you with the necessary information to report the complaint or repair.


Article 11: Complaints procedure

Upon delivery of the product(s), the customer must check the product(s) for visible defects, and/or the delivered product(s) for compliance with the agreement.

Complaints concerning visible defects and/or non-delivery in accordance with the invoice must be made in writing within 24 hours of delivery on pain of forfeiture of rights. Visible defects must always be demonstrated by means of photographs.

All complaints, of whatever nature, shall only give rise to replacement of the goods delivered or, if this is not reasonably possible, to a refund of the purchase price.

To whom can you address your complaint?

- In the event of a complaint, a customer should first of all contact the **entrepreneur Hermie**. You can contact our customer service via the e-mail address info@hermie.com or by phone via +32 9 396 59 00.
- For complaints that cannot be resolved by mutual agreement, the Dutch customer should turn to WebwinkelKeur , which will mediate free of charge. You can contact them at <https://www.webwinkelkeur.nl/kennisbank/consumenten/geschil>. If there is still no solution, the customer has the option to have his complaint handled by the independent dispute committee appointed by WebwinkelKeur, the decision is binding and both entrepreneur and customer agree to this binding decision. Submitting a dispute to this dispute committee involves costs that have to be paid by the customer.
- Complaints procedure via **Becom**. Should we still not come to an agreement together, you, the consumer, can contact Becom. Becom will mediate between the consumer and the seller if the complaint is prima facie well-founded. You can reach them via the complaint form on <https://becom.digital/nl/consumers-complaints/> or in writing: Rue Marquis 1, 1000 Brussels ( info@becom.digital). [Click here](#) for more information on this Becom procedure or to report a complaint.
- It is also possible for EU consumers to file complaints via the European Commission's ODR platform. This ODR platform can be found at <http://ec.europa.eu/odr>. If your complaint is not already being processed elsewhere, you are free to file your complaint via the European Union platform.

Read more about our complaints procedure [here](#).

Article 12: Liability

If the product(s) supplied by the Company is/are defective, the liability to the Customer shall be limited to the amount of the purchase price.

The Company shall never be liable if the damage is due to intentional and/or grossly negligent and/or culpable actions, or to injudicious and/or improper use by the Customer of the product(s) supplied.

Article 13: Disputes

All disputes, even those that are only considered as such by one of the parties, should be submitted exclusively to the competent court in the place of business of the

Company. However, the Company is free to submit the dispute to the competent court under the Act.

All contracts between the Company and the Customer are governed exclusively by Belgian law, to the exclusion of all other laws.

Article 14: Collection of data

For this we refer you to our [privacy policy](#), which is clearly stated on our site under "[Contact](#)" or at the bottom of the sitemap.

Furthermore, we hereby inform you that in relation to your order, your personal data which relate in particular to your identity, residence, marital status, telephone number, e-mail address, bank card and bank account numbers, or to the transactions you enter into or the payments you make, are processed by Mollie for the purpose of i) enabling us to perform our contract with Hermie Online bv, (ii) monitoring and managing fraud (determining the risk level of transactions, detecting and managing resulting alerts), and (iii) complying with Mollie's legal obligations under applicable anti-money laundering and anti-terrorist financing legislation, and (iv) compiling market analysis/statistics, analysing transaction data and improving the services provided by Mollie.

The collection of your personal data is a mandatory requirement for these purposes. Without this personal data, your transaction may be delayed or rendered impossible and your order may be cancelled.

Please note that Mollie, having its registered office at Woluwedal 102, 1200 Brussels and company number 886.476.763, is the Controller of the Processing of this personal data. Mollie will not pass on your personal data to third parties, except in the following two cases:

- In case Mollie needs to disclose the personal data to its affiliates, subcontractors or other parties with whom Mollie has a contractual relationship and who perform services for/support Mollie in the context of

i) The execution of the agreement between us and Mollie,

ii) fraud prevention and management and

iii) the fulfilment of Mollie's legal obligations under applicable anti-money laundering and anti-terrorist financing legislation.

The third parties that provide fraud monitoring and fraud management services to Mollie may enter your personal data in their own specific database(s) which they use to provide fraud prevention and management services to a large number of merchants.

- If Mollie is required by law to pass on certain information or documents to the National Bank of Belgium, the Financial Information Processing Unit (CFI), similar Belgian or foreign bodies, or in general a judicial or administrative authority. Personal data is only transmitted to these entities to the extent necessary or required by the applicable regulations.

In order to offer you **Klarna's** payment methods, we may transfer your personal data in the form of contact and order details to Klarna at checkout so that Klarna can assess your eligibility for their payment methods and tailor these payment methods to you. Your transferred personal data will be processed in accordance with Klarna's own privacy policy. You can review Klarna's privacy policy [here](#). Do you have any questions about Klarna? If so, you can contact their customer service department [here](#). Read the terms & conditions [here](#).

Article 15: Additional or different provisions

Additional provisions or provisions deviating from these General Terms and Conditions may not be to the Customer's detriment and must be recorded in writing or in such a way that the Customer can store them in an accessible manner on a long-term data carrier.

Article 16: Use of your data

We collect and process your data to inform you for marketing purposes (e-mail, sms, app, advertisements etc) about our products and services, possibly on the basis of your marketing profile, and to draw up statistics and trend analyses for financial, management, marketing and reporting purposes for the Famiflora Group (Famiflora Moeskroen, Famiflora De Panne and Hermie). Your data will be securely stored in the database of Famiflora NV (BE 0845.509.606) and processed for all companies in the Famiflora Group.

Article 17: Payment methods

You can pay on www.hermie.com using different payment methods: credit card - e.g. VISA or Mastercard, Bancontact, Paypal, Hermie gift cards, KBC/CBC, Apple Pay, iDEAL | Wero and Klarna.

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