

Terms and conditions

Article 1 – Definitions

In these conditions the following terms are used:

1. **Operator:** the natural or legal entity who remotely offers products or services to consumers;
2. **Consumer;** the natural person who doesn't act professionally or corporately and engages in a distant contract with operator;
3. **Distant contract;** an engagement in which, in relation to a by the operator organised system for distant selling of products and/or services, until the closure of the agreement, one or more techniques for distant communications are solely used.
4. Technique for distant communication; means by which an agreement is made, without consumer and operator being in the same location simultaneously.
5. Respite; period in which a consumer can use its right to cancel;
6. **Day:** calendar day;
7. **Duration transaction:** an distant contract relating to a series of products and/or services form which the delivery or purchase is spread over time;
8. **Sustainable data carrier:** every means that enables consumer or operator to save information that is addressed to him personally in a way that enables future consultation and unedited reproduction of the saved information.

Article 2 – Identity of the operator

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Phone: 0487-562446 out-of-hours
E-mail address: info@trufflemagic.com
KvK-nummer: 11067192
VAT-identification number: NL007608913B01

Article 3 - Relevance

1. These Terms and Conditions apply to every offer and every distance the offer is agreed on between operator and consumer.

Article 4 – The offer

1. If an offer has a restricted validity duration, this explicitly is mentioned in the offer.
2. The offer contains a complete and correct description of the products and/or services on offer. The description is detailed enough to allow the consumer to make a good assessment of the offer. If the operator uses images these are a true depiction of the offered products and services. Obvious mistakes or errors in the offer don't bind the operator.

Article 5 – The agreement

1. The agreement comes about, with reservation of the stipulation in paragraph 4, at the moment the consumer accepts the offer and the conditions tied to that particular offer.
2. The operator can – within the legal framework – acquaint himself of the ability of consumer to meet his commitments, as well as facts and factors which are related to responsibly commit to an distant agreement. If the operator has good reasons to not engage in the agreement based on this inquiry, operator is required to refuse an order or request or apply special terms to the execution of an order or request.

Article 6a – Right of withdrawal upon delivery of products

1. When purchasing products consumer has the right to remit the agreement without giving a reason within a period of seven working days. This term takes effect on the day after receipt of the product by consumer.

2. During this period consumer will carefully handle the product and its packing. He will only unpack the product to the extent that it's possible to assess whether he wishes to keep the product. If he wants to take his right of withdrawal he will return the product with all the delivered accessories and, if possible, in its original state and packing to the operator, in accordance with the by the operator delivered reasonable and clear instructions.

Article 6b – Right of withdrawal by delivery of services

1. Upon delivery of services consumer has the right to cancel the agreement within a period of seven work days. The term takes effect on the day the agreement starts.
2. In order to use his right of withdrawal, the consumer will obey the delivered reasonable and clear instructions that operator has provided with the offer or with delivery at the latest.

Article 7 – Costs in case of withdrawal

1. If a consumer uses its right of withdrawal, at most the costs for return will be charged at most.
2. If the consumer has paid a certain amount, the operator will refund this amount as soon as possible, though at least within 30 days after return or withdrawal.

Article 8 – Exclusion right of withdrawal

1. If a consumer doesn't have a right of withdrawal, this can only be excluded by the operator if the operator clearly has announced the exclusion, at least timely before conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products who:
 - a) Are established by the operator according to specifications delivered by consumer;
 - b) Are of obvious personal matter;
 - c) Cannot be returned due to their nature;
 - d) Quickly rot or age;
 - e) Of which the price is tied to fluctuation on financial markets on which the operator has no influence;
 - f) Are loose newspapers or magazines;
 - g) Are audio- and video recordings and computer software of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services that:
 - a) concerning accommodation, travel, restaurants or leisure that are restricted to a certain date or period;
 - b) are delivered before the respite period is expired with explicit consent of consumer;
 - c) concern bets and lotteries

Article 9 – The price

1. During the the validity duration that is stated in the offer price rates of the offered products and or services will not be increased except for changes in VAT levels.
2. Notwithstanding the previous paragraph the operator can offer products and/or services that are tied to fluctuations in financial market and are beyond influence of the operator with variable price rates. This effect of fluctuations and the fact that stated price rates are target prices will be mentioned in the offer.
3. The increase of price rates within 3 months after the agreement takes effect are only allowed if they are due to legislation or provisions.
4. Increase of price rates from 3 months after formation of the agreement are only allowed if the operator has negotiated this and:
 - a) they are the effect of legislation or provisions; or
 - b) the consumer is allowed to terminate the agreement on the day that the increase of price rates takes effect
5. The prices that are mentioned in the offer are including VAT.

Article 10 - Conformity en Warranty

1. The operator stands up for the fact that product and/or services meet the agreement, the specifications mentioned in the agreement, the reasonable requirements of adequacy and/or

suitability and the legislation and provisions that are current at the date of the creation of the agreement.

2. A by the operator, manufacturer or importer as a warranty offered settlement does not violate the rights and claims a consumer can enforce relevant to a shortcoming in the performance of the operator against the operator based on legislation and/or the distant agreement.

Article 11 – Delivery and execution

1. The operator will take the best possible care with accepting and executing order of products and with the assessment of requests for the delivery of services.
2. The location of delivery is the address that consumer has revealed to the company.
3. Taking into account that what is mentioned about these Terms and Conditions in article 4, the company will execute accepted orders with due diligence though before 30 days unless another term is agreed upon. If the order is delayed or if an order is not or partly executed, the consumer receives a notice at least within 1 month after the order is submitted. If this is the case the consumer has the right to terminate the agreement without costs and with the right of possible financial compensation.
4. In case of termination conform the preceding paragraph the operator will return the amount the costumer has paid timely, though within a period of 30 days.
5. If delivery of a product turns out to be impossible, the operator will try to deliver a substitute article. In case of a substitute article the right of withdrawal cannot be excluded. The costs of the return delivery will be for the operator.
6. The risks of damage and/or loss of products is with the operator until the moment of delivery, unless agreed different.

Article 12 – Duration transaction

1. The consumer can always terminate an agreement that is committed without a limit of time with inachtneming of the termination rules and with a term of notice of at least one month.
2. An agreement that is committed with a limit of time has a validity of 2 years max. When agreed that the agreement period will be silently extended if a consumer does not report else, the term of the agreement will be extended with a maximum of one month.

Article 13 - Payment

1. Insofar not agreed later consumers need to pay the owed amounts within a period of 14 days after delivery of the good or in case of an agreement concerning a service, within 14 days after the delivery of papers related to the agreement.
2. When selling products to consumers it is not allowed to charge a prepayment of more than 50%. If there is a prepayment involved, the consumer can never execute a right concerning the execution of the service in question, before the agreed prepayment has taken place.
3. Consumer has the obligation to report errors in the given or mentioned payment details immediately to the operator.
4. In case of non-payment by consumer the operator has the right, considering legislation, to charge an amount which is previously communicated to consumer.

Article 14 - Complaints

1. The operator has a sufficiently communicated procedure for complaints and treats the complaint according the procedures.
2. Complaints about the execution of the agreement have to be submitted within reasonable time and clearly with the operator after consumers has taken note of the shortcomings.
3. The submitted complaints will be answered within a term of 14 days after receiving. If a complaint takes more time to handle, the operator will answer the complaint within 14 days. This message will mention an indication of a term in which consumer can expect a detailed answer.

Article 15 – Additional or different clauses

Under mentioned additives are on the agenda of the lawyer en will possibly added according to Dutch Law.

These are our Terms and Conditions for ordering with us. Read them carefully. You have to agree to these terms before you order.

You are older than 18 years. When you order you need to provide us with information that enables us to verify your age via telephone or by other means of identification

By placing an order on our website you agree to be acquainted of possible legal restrictions on the possession or use of the ordered goods

By placing an order you agree with the fact that operator cannot be held responsible for any possible damage or harm caused by the use or possession of the ordered goods.

By placing an order on our website you agree to be in good physical and mental health. You agree not to take medical drugs together with our products and not to use our products in case of a depression, being psychotic or in any other way mentally unstable

The use of our products is your own responsibility. Operator is not accountable for damage as a result of the use of our products.

The products need be legal in the country where you order them. All products we sell are legal in the Netherlands but we can't verify the legal status in each country. It's your own responsibility to check the legal status of the products in your own country.

Our product are not of medical value. They cannot be consumed as a medicine or as a substitute medicine.

You have to read the information about the product carefully on our website and follow the instructions about the product.

Keep the product in a safe spot, away from children

No refund policy: Can I get my money back if my order gets lost? Without restrictions we have a No Refund Policy. By paying for an order on our site you acknowledge to have read the Terms and Conditions and agree with them including the No Refund Policy mentioned above.