

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

België

E-mail address: info@hermie.com

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

VAT identification number: BE 0667 957 242

EC PLANT PASSPORT - BE

FAVV/AFSCA - REG. NR 103037

Phytosanitary licence: 15.3.00576 - P3

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: 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).

Article 6: 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 7: Right of withdrawal and returns

For a period of 14 calendar days from the date of receipt of the product(s), the customer is entitled to dissolve the contract without giving reasons.

You can find more information in the "Right of withdrawal" section of the website.

The right to withdraw an order in the case of remote purchase within a period of 14 days does not apply to the following products:

- which have been realised by the Entrepreneur in accordance with the Customer's specifications
- which are clearly personal in nature
- which cannot be returned due to their nature
- which are liable to deteriorate or expire rapidly
- the price of which is subject to fluctuations on the financial market over which the entrepreneur has no influence

Examples that are not subject to the right of withdrawal are plants, trees, flower bulbs, beneficial insects, greenhouses, etc.

The Customer must notify the Company of the return of the Product(s). The procedure for returns is described on the website. After the notification, the Customer has 14 days to actually return the product to the Company.

The costs of return shipment shall be borne by the customer. The company is not obliged to accept cash on delivery shipments. Unstamped or insufficiently stamped shipments are always refused and returned to sender.

Any damage caused during return shipment shall be borne by the customer.

During the cooling-off period, the consumer will treat the product and its packaging with care. He will only unpack or use the product to the extent necessary to judge whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur, according to the entrepreneur provided reasonable and clear instructions.

If the product is damaged due to careless handling by the consumer, the consumer is liable for any reduction in value of the product.

If tape is used to reinforce the packaging, this tape must be transparent. This way, the product can be sold again with the original packaging. If possible, the original packaging should be packed in an extra box or wrapped in paper.

The Customer will receive a refund of the relevant products within 14 days of receipt of the return shipment, depending on the condition in which they are received by the Entrepreneur.

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

Article 8: Cancellation

Cancellation or modification of an order is not possible for perishable goods. 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.

Article 9: Warranty

The warranty period of the entrepreneur corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the customer, nor for any advice regarding the use or application of the products.

The guarantee does not apply if:

- The customer has repaired and/or processed the delivered products himself or has had them repaired and/or processed by third parties
- The delivered products have been exposed to abnormal conditions or otherwise treated carelessly or contrary to the instructions of the entrepreneur and/or on the packaging
- The inadequacy is wholly or partially the result of regulations which the government has laid down or will lay down with regard to the nature or quality of the materials used.

Article 10: 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.

In case of complaints, a customer should first turn to the entrepreneur. For complaints that cannot be resolved by mutual agreement, the customer should contact Stichting WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. If no solution can be found, the customer has the possibility to let his complaint be handled by the independent dispute commission appointed by Stichting WebwinkelKeur, the verdict of which is binding and both entrepreneur and customer agree to this binding verdict. To submit a dispute to this dispute committee are costs that the customer must pay to the committee. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).

Article 11: 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 12: 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 13: 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.

Article 14: 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 15: 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 16: 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 and iDeal.

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