

GENERAL CONDITIONS OF SALES - NATURE SNACKS SRL - Ets

Article 1 - Definitions

1. **Seller:** the company NATURE SNACKS, a legal entity which offers the sale of products at a distance, to buyers;
2. **Buyer:** the legal person or the natural person acting within the framework of his professional activity who concludes or intends to conclude a distance contract with the seller
3. **Website:** the NATURE SNACKS website, namely Juafruits.com; Blooom.be; nature-snacks.bio; kasanafruits.com
4. **Distance communication technique:** means that can be used to conclude a contract between the buyer and the seller without them being gathered in the same room;
5. **Distance contract:** any contract concluded between the seller and the buyer within the framework of an organized distance selling system, without the simultaneous physical presence of the seller and the buyer, by the exclusive use of one or more distance communication techniques, up to and including the moment when the contract is concluded; a distance contract can in particular be concluded by exchanging e-mails or as soon as the buyer generates an order on the Juafruits.com and Blooom.be sites.
6. **Day:** calendar day;
7. **Durable information support:** any means which enables the buyer or the seller to record information in a way which allows subsequent consultation and reproduction of the recorded information as is.

Article 2 - Identity of the seller

NATURE SNACKS SRL is:

Registered office: 1190 Brussels, rue Saint-Denis, n ° 164

Email addresses :

- juafruits: info@juafruits.com

- blooom: info@blooom.be

- Nature Snacks: info@nature-snacks.be; info@nature-snacks.bio

- Kasanafruits: info@kasanafruits.com

Phone number: +32 2 358 51 43

Company and VAT identification number: 0665.797.508.

Article 3 - Scope

1. These general conditions apply to any offer made by the seller and to any contract concluded between the seller and the buyer.
2. Before the contract is concluded, the text of these general conditions will be brought to the attention of the buyer. At the request of the purchaser, these will be sent to him free of charge and as soon as possible so that the purchaser can simply save it on a durable medium of information.

3. In the event that, in addition to these general conditions, specific conditions are applicable (updated prices, any discounts, shipping costs, etc.), the second paragraph is applicable by analogy and, in the event of contradictions between these general conditions and the specific conditions, the latter are applicable, the present general conditions remaining applicable for everything to which it is not derogated by the specific conditions.

Article 4 - The offer

1. The offer includes a complete and precise description of the products offered. The description is sufficiently detailed that it is possible for the buyer to make a correct assessment of the offer. The obvious errors or mistakes contained in the offer do not engage the responsibility of the seller.

2. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer. In the absence of an expressly specified period of validity, the offers made by the seller are only binding for a period of 30 days maximum.

Article 5 - The contract

1. The contract is formed when the seller becomes aware of the acceptance, by the buyer, of the offer made - including the conditions attached to it - and this, regardless of the medium by means of which the agreement will have been sent to the seller.

2. The seller confirms the order to the buyer electronically.

3. If the contract is formed electronically, the seller takes the appropriate technical and organizational arrangements to secure the electronic transfer of data and is responsible for providing a secure Internet environment

Article 6 - The price

1. The prices indicated on the order confirmations are indicative: the products are invoiced at the rate in effect on the day of shipment, that is to say on the day they are handed over to the carrier. The price invoiced to the buyer is that indicated on the order confirmation sent by the seller.

2. The prices appearing in the product offer are shown excluding VAT.

3. Unless expressly provided otherwise, the offers issued do not include shipping costs.

Article 7 - Conformity and Guarantee

1. The seller will do everything in his power to ensure that the products comply with the contract, with the specifications indicated in the offer, with reasonable quality requirements and with the legal provisions and / or government prescriptions in force on the date of the formation of the contract. .

2. The seller cannot guarantee, on the day of the order, the identity of the supplier. Likewise, neither a difference in appearance of the products compared to the photographs on the site nor a difference in taste can be blamed on the seller, these possible differences arising from the artisanal nature of the production.

Article 8 - Delivery and execution

1. The seller will take the greatest possible care in the execution of orders for products and will execute them expeditiously.
2. The place of delivery is deemed to be the address communicated by the buyer to the seller.
3. The delivery times communicated by the seller are only indicative. No delay in delivery can therefore be blamed on the seller.
4. If an order cannot be fulfilled or can only be partially fulfilled, the buyer will be informed as soon as possible. The buyer has, in this case, the right to request a product equivalent to the product which cannot be delivered or to request a corresponding compensation from the unfulfilled order.
5. In the event of a "private label" order, it is expressly specified that the announced delivery times are suspended until the seller is in possession of all the documents, drawings, models, corrected proofs, proofs, etc... allowing him to execute the order placed. If all of these documents should not have been communicated to the seller within 8 days of a reminder from him, the seller may consider the order placed as resolved to the wrongs of the buyer and, in this case, claim from the buyer, in addition to an indemnity fixed at 20% of the price of the order, the value of the services already performed as well as that of the immobilized raw materials.
6. Unless expressly agreed otherwise, delivery is made at the expense and risk of the purchaser, the risk of damage and / or disappearance of the products being transferred to him as soon as the goods have left the seller's headquarters.

Article 9 - Payment

1. Unless otherwise agreed, payment for the order constitutes a prerequisite for its execution. In doing so, the buyer cannot assert any rights concerning the execution of the order before payment has been made.
2. Payment constitutes acceptance of these general conditions.
3. The buyer has a duty to immediately notify the seller of any inaccuracies in the payment provided or in the specifications.
4. If, by way of derogation from Article 9.1. above, the seller must have granted payment terms:
 - Confirmation of the order implies acceptance of these general conditions as well as any special conditions communicated by the seller;

- In the event of non-payment of the product ordered by the buyer, interest will be due from the due date up to the rate provided for in the law of 2 August 2002 on transactions between companies as well as a lump sum of 10% the amount of the order will be due to the seller for damages, without prior notice.
- If the amount of the invoice is not contested within 8 days of communicating it to the buyer, the latter will be deemed to have accepted the amount of the invoice.

Article 10 - Obligation of the buyer

1. The buyer agrees to keep the delivered products in a dry and cool place (temperature between 10 and 20 ° C, hydrometry below 60%).
2. The buyer undertakes not to export the delivered products outside the country in which they were ordered.
3. In the event of delivery of goods except in bulk, the buyer undertakes not to alter or denature the markings appearing on the packaging of the products at the time of delivery and not to sell those which have undergone such alteration or such denaturation.

Article 11 – Liability

1. The seller's liability cannot be called into question in the event of failure of an external service provider.
2. In the event of a breach on the part of the seller, the latter undertakes either to offer a product of the same quality and value as the defective one, or to accept a reduction in the price corresponding to the missing product or service. This second possibility is only applicable insofar as the price of the product or service disappeared is identifiable on the seller's offer. The buyer waives, in any event, requesting the termination of the contract concluded as well as the award of additional damages.
3. The seller's liability cannot be called into question in the event of force majeure. The destruction or partial or total degradation of production sites or stocks, war, attacks, lock-out constitutes a case of force majeure.
4. In the event of a "private label" order, and unless previously agreed to the contrary, the seller is not required to keep documents of any kind whatsoever useful for the execution of the order placed by the buyer. . If these documents are left at the expense of the seller, they are at the risk and peril of the buyer.

Article 12 - Processing of complaints

1. Complaints relating to the performance of the contract must be presented to the seller in writing (e-mail, fax, post, etc.) within 8 days of the fact justifying the complaint and be fully and clearly described, once the the buyer has noticed the defects.
2. Complaints communicated to the seller will be answered as soon as possible and at the latest within 14 days from the date of receipt. If a complaint requires a longer than expected processing time, the seller will send a response within 14 days acknowledging receipt and giving an indication of when the buyer can expect a more detailed response.

Article 13 - Processing of personal data.

1. The seller will have the right to collect and store personal data concerning the buyer for the performance of the contract. These data include, without this list being exhaustive, the name and surname, email address, VAT number, company number, etc.

2. The buyer will have the right to access his personal data in order to correct it and, in certain cases, to limit its processing and to request the deletion of his personal data.

The seller will be responsible for processing personal data relating to the buyer when using the website.

Article 14 - Disputes

1. The contracts concluded between the seller and the buyer, to which these general conditions relate, are governed exclusively by Belgian law.

2. The Courts of the district of Brussels sitting in the French language, notwithstanding the plurality of defendants or call in guarantee, have sole jurisdiction in the event of a dispute.

Article 15 – Miscellaneous.

The nullity of one of the clauses provided for in these general conditions in no way renders the other clauses null and void.

Please sign with the mention: 'Read and approved'

Please mention: Place, Date and Stamp of the company.