

The general terms and conditions of the Foundation Webshop Trustmark apply to all transactions with the private company with limited liability BEST WAY INGREDIENTS.



Dairy ingredients webshop

Best Way Ingredients B.V. is affiliated with:



These general terms and conditions of the Foundation Webshop Trustmark were compiled in discussion with the Consumer Association, within the framework of the Dutch Social and Economic Council's Self-Regulation Consultations Coordination Group (Coördinatiegroep Zelfreguleringsoverleg, CZ), and they take effect from 1 June 2014.

These general terms and conditions will be used by all members of the Foundation Webshop Trustmark, with the exception of financial services as defined in the Dutch Financial Supervision Act and to the extent that these services are supervised by the Netherlands Authority for the Financial Markets.

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Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. **Ancillary agreement:** an agreement whereby the consumer acquires products, digital content and/or services relating to a distance contract and these goods, digital content and/or services are supplied by the business or by a third party based on an arrangement between this third party and the business;
2. **Reflection period:** the time frame within which the consumer may assert their right of withdrawal;
3. **Consumer:** the natural person who is not acting for purposes relating to their trade, business, craft or professional activity;
4. **Day:** calendar day;
5. **Digital content:** data produced and supplied in digital form;
6. **Continuing performance agreement:** an agreement that applies to the regular delivery of goods, services and/or digital content during a certain period of time;
7. **Durable data carrier:** any device - including email - that enables the consumer or business to store information that is addressed to them personally in a way that enables future consultation or use during a period compatible with the purpose for which the information is intended, and that enables unaltered reproduction of the stored information;
8. **Right of withdrawal:** the possibility for the consumer to withdraw from the distance contract within the reflection period;
9. **Business:** the natural person who or legal entity that is a member of the Foundation Webshop Trustmark and offers products, digital content, access to digital content and/or services to consumers at a distance;
10. **Distance contract:** an agreement concluded between the business and the consumer as part of an organised system for selling products, digital content and/or services at a distance, whereby one or more distance communication methods are used, exclusively or in part, up to and including the time that the agreement is concluded;
11. **Model withdrawal form:** the European model withdrawal form, incorporated in Annex I of these terms and conditions;
12. **Distance communication methods:** means that can be used to conclude an agreement, without requiring the simultaneous physical presence of the consumer and the business;

Article 2 - Identity of the business

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VAT registration number: NL8584 79 199 B01

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Article 3 – Scope

1. These general terms and conditions apply to any offer made by the business and any distance contract concluded between the business and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, the business will indicate how the general terms and conditions may be inspected at the business's offices and confirm that they will be forwarded promptly at the consumer's request, at no charge.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available electronically to the consumer such that the consumer can easily save these on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, the business will indicate where the general terms and conditions may be inspected electronically and confirm that they will be forwarded at the consumer's request either electronically or otherwise, at no charge.
4. In the event that specific product or service terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs will apply accordingly and, in the event of contradictory terms and conditions, the consumer will always be entitled to invoke whichever applicable provision is most favourable to the consumer.

Article 4 – The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable the consumer to evaluate the offer properly. If the business uses images, these are a true representation of the products, services and/or digital content offered. Obvious oversights or obvious errors in the offer do not bind the business.
3. Any offer will contain such information that makes it clear to the consumer which rights and obligations are associated with acceptance of the offer.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the point in time at which the offer is accepted by the consumer and the associated terms and conditions are met.
2. If the consumer has accepted the offer electronically, the business will electronically confirm receipt of the acceptance of the offer with immediate effect. As long as receipt of this acceptance has not been confirmed by the business, the consumer may dissolve the agreement.
3. If the agreement is concluded electronically, the business will take appropriate technical and organisational measures to secure the electronic transfer of data and the business will ensure a secure web environment. If the consumer can pay electronically, the business will observe appropriate security measures for such payments.
4. Within the statutory frameworks, the business may ascertain whether the consumer can meet their payment obligations as well as investigate all facts and factors that are relevant to responsible entry into the distance contract. If, based on such an investigation, the business has good reasons not to enter into the agreement, it is entitled to refuse an order or request, substantiated by reasons, or to attach special conditions to implementation.
5. The business will send the following information, no later than the time of delivering the product, service or digital content to the consumer, in writing or in such a form that the consumer can save the information in an accessible way on a durable data carrier:
 - a. the physical address of the business's site where the consumer can go with complaints;
 - b. the conditions under which and the way in which the consumer can assert the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information about guarantees and existing service after purchase;
 - d. the price inclusive of all taxes on the product, service or digital content; insofar as applicable, the delivery costs; and the method of payment, delivery or implementation of the distance contract;
 - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or if its duration is indefinite;
 - f. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the event of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer may dissolve an agreement relating to the purchase of a product during a reflection period of at least 14 days, without giving any reasons. The business may ask the consumer about their reason for withdrawal but the consumer is not obliged to give their reason(s).
2. The reflection period mentioned in paragraph 1 commences on the day following receipt of the product by the consumer, or by a third party appointed in advance by the consumer, who is not the carrier, or:
 - a. if the consumer has ordered multiple products as part of the same order: the day on which the consumer, or a third party appointed by the consumer, has received the final product. Subject to having clearly informed the consumer about this in advance of the ordering process, the business may refuse an order of multiple products with different delivery times.
 - b. if the delivery of a product comprises different shipments or components: the day on which the consumer, or a third party appointed by the consumer, has received the final shipment or final component.
 - c. in agreements with regular deliveries of products during a specific period: the day on which the consumer, or a third party appointed by the consumer, has received the first product.

For services and digital content that is not delivered on a tangible carrier:

3. The consumer may dissolve a service agreement, or an agreement for delivery of digital content that is not delivered on a tangible carrier, during a period of at least 14 days, without giving any reasons. The business may ask the consumer about their reason for withdrawal but the consumer is not obliged to give their reason(s).
4. The reflection period mentioned in paragraph 3 commences on the day following conclusion of the agreement.

Extended reflection period for products, services and digital content that is not delivered on a tangible carrier, in the event of a failure to inform about right of withdrawal:

5. If the business has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the reflection period ends 12 months after the end of the original reflection period, established in accordance with the previous paragraphs of this Article.
6. If the business has not provided the consumer with the information referred to in the previous paragraph within 12 months of the date on which the original reflection period commenced, the reflection period will expire 14 days after the day on which the consumer has received this information.

Article 7 - Consumer obligations during the reflection period

1. During the reflection period, the consumer will handle the product and packaging with care. The consumer will only unpack or use the product to the extent necessary to establish the nature, properties and operation of the product. The point of departure here is that the consumer may only handle and inspect the product such as they would be permitted to do in a shop.
2. The consumer is only liable for any reduction in the product's value if this ensues from a manner of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for any reduction in the product's value if the business failed to provide the consumer with all legally required information about the right of withdrawal prior to or at the time of concluding the agreement.

Article 8 - Consumer assertion of the right of withdrawal and the associated costs

1. If the consumer asserts their right of withdrawal, they will use the model withdrawal form or another unambiguous means to report this to the business within the reflection period.
2. As quickly as possible, but within 14 days from the day following the report mentioned in paragraph 1, the consumer will return the product or hand it over to (a representative of) the business. This is not necessary if the business has offered to collect the product itself. In any case, the consumer will have observed the return term if they return the product before the reflection period has expired.
3. The consumer will return the product together with all accessories delivered and, if reasonably possible, in the original state and packaging, in accordance with the reasonable and clear instructions provided by the business.
4. The consumer bears the risk and burden of proof for the correct and timely assertion of the right of withdrawal.
5. The consumer bears the direct costs of returning the product. If the business has not stated that the consumer must bear these costs or if the business indicates that it will bear the costs itself, the consumer is not required to bear the costs of the return.
6. If the consumer withdraws after having explicitly requested that the performance of the service, or the delivery of gas, water or electricity that was not made ready for sale in a limited volume or specific quantity, should commence during the reflection period, the consumer will owe the business a sum equivalent to the part of the commitment that had been fulfilled at the point of withdrawal, in comparison with complete fulfilment of the commitment.
7. The consumer will not bear any costs for the performance of services or the delivery of water, gas or electricity that was not made ready for sale in a limited volume or quantity, or the delivery of district heating, if:
 - a. the business has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal, or the model withdrawal form, or;
 - b. the consumer did not explicitly request that the performance of the service or the delivery of gas, water, electricity or district heating should commence during the reconsideration period.
8. The consumer will not bear any costs for the complete or partial delivery of digital content that is not delivered on a tangible carrier, if:
 - a. prior to the delivery, they did not explicitly consent to fulfilment of the agreement commencing before the end of the reflection period;
 - b. they did not acknowledge the loss of their right of withdrawal when giving consent; or
 - c. the business neglected to confirm this statement by the consumer.
9. If the consumer asserts their right of withdrawal, all ancillary agreements are dissolved by law.

Article 9 - Business obligations in withdrawals

1. If the business enables the consumer's withdrawal report to be made electronically, the business will send a confirmation of receipt immediately after receipt of such report.
2. The business will reimburse all payments by the consumer, inclusive of any delivery costs charged by the business for the returned product, with immediate effect but no later than within 14 days following the day on which the consumer reports the withdrawal to the business. Unless the business itself offers to collect the product, it may wait to refund until the product has been received or until the consumer demonstrates that they have returned the product, whichever occurs sooner.
3. For refunds, the business will use the same payment method that the consumer used, unless the consumer consents to an alternative method. Refunds are free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the least expensive standard delivery, the business is not required to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The business may exclude the following products and services from the right of withdrawal, but only if the business has stated this clearly with the offer, at any rate in good time before conclusion of the agreement:

1. Products or services with prices linked to fluctuations in the financial markets, which are beyond the control of the business and may occur during the withdrawal period;
2. Agreements concluded during a public auction. A public auction is understood to be a sales method whereby products, digital content and/or services are offered by the business to the consumer, who is present in person or has opportunity to be present in person at the auction, led by an auctioneer, and whereby the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, following complete performance of the service, but only if:
 - a. the implementation commenced with the consumer's explicit prior consent; and
 - b. the consumer has stated that they will lose their right of withdrawal as soon as the business has implemented the agreement in full;
4. Service agreements relating to making accommodation available, if the agreement provides a specific date or period of implementation and other than for residential purposes, transportation of goods, car hire services and catering;
5. Agreements relating to leisure pursuits, if the agreement provides a specific date or period of implementation;
6. Products manufactured to the consumer's specification, which are not pre-fabricated and which are manufactured based on the consumer's individual choice or decision or which are clearly intended for a specific person;
7. Products that spoil quickly or have a limited shelf life;
8. Sealed products that, for reasons of health protection or hygiene, are not suitable for return and of which the seal has been broken following delivery;
9. Products that, due to their nature, have been inextricably mixed with other products following delivery.
10. Alcoholic drinks with a price agreed on conclusion of the agreement, but which can only be delivered after 30 days, and of which the actual value is subject to fluctuations in the market that are beyond the control of the business;

11. Sealed audio recordings, video recordings and computer programs, of which the seal has been broken following delivery.
12. Newspapers, journals or magazines, with the exception of subscriptions to these;
13. The delivery of digital content other than on a tangible carrier, but only if:
 - a. the implementation commenced with the consumer's explicit prior consent; and
 - b. the consumer has stated that this will cause them to lose their right of withdrawal.

Article 11 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, with the exception of price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the business may offer products or services at variable prices, if such products and services are linked to fluctuations in the financial markets and these are beyond the control of the business. The offer will make reference to this linkage with fluctuations and the fact that any prices stated are guide prices.
3. Price increases within three months following conclusion of the agreement are only permitted if these result from statutory regulations or provisions.
4. Price increases after three months following conclusion of the agreement are only permitted if the business has stipulated this and:
 - a. these result from statutory regulations or provisions; or
 - b. the consumer is able to terminate the agreement on the day that the price increase takes effect.
5. The prices of products or services stated in the offer are inclusive of VAT.

Article 12 - Fulfilment and additional guarantee

1. The business guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or practicability, and the statutory provisions and/or government regulations applicable on the date of conclusion of the agreement. If agreed, the business also guarantees that the product is suitable for use in ways other than normal use.
2. No additional guarantee issued by the business, its supplier, manufacturer or importer will ever limit the statutory rights and claims that the consumer may enforce against the business on the grounds of the agreement, if the business has fallen short in fulfilling its part of the agreement.
3. An additional guarantee is understood to be every commitment of the business, its supplier, importer or manufacturer that grants the consumer specific rights or claims that go beyond that which is required under the law if it has fallen short in fulfilling its part of the agreement.

Article 13 - Delivery and implementation

1. The business will take the greatest possible care when receiving and processing orders for products and when assessing requests for services to be provided.
2. The place of delivery is the address that the consumer has made known to the business.
3. Taking into consideration the provisions of Article 4 of these general terms and conditions, the business will process accepted orders as soon as possible, although no later than within 30 days, unless a different delivery period is agreed. If delivery is delayed, or if an order cannot be implemented or can only be partially implemented, the consumer will be notified of this no later than 30 days after having placed the order. In this event, the consumer is entitled to dissolve the agreement without any costs and they are also entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the business will refund the sum that the consumer has paid without delay.
5. The risk of damage to and/or loss of products lies with the business up to the time of delivery to the consumer or to a representative who has been appointed in advance and made known to the business, unless explicitly agreed otherwise.

Article 14 - Extended transactions: duration, termination and extension

Termination:

1. The consumer may at any time terminate an agreement that has been entered into for an indefinite period of time and that covers regular deliveries of products (including electricity) or services, taking into account the agreed termination rules in this regard and a notice period of no longer than one month.
2. The consumer may at any time terminate an agreement that has been entered into for a specific period of time and that covers regular deliveries of products (including electricity) or services towards the end of the specific period of time, taking into account the agreed termination rules in this regard and a notice period of no longer than one month.
3. The consumer may terminate the agreements referred to in the previous paragraph:
 - at any time, without restrictions as to termination at a specific time or in a specific period;
 - as a minimum, in the same way as they entered into the agreements;
 - with the same notice period as the business has stipulated for itself.

Extension:

4. An agreement that has been entered into for a specific period of time and that covers regular deliveries of products (including electricity) or services may not be tacitly extended or renewed for a specific duration.
5. Contrary to the previous paragraph, an agreement that has been entered into for a specific period of time and that covers regular deliveries of daily, news or weekly journals and magazines may be tacitly extended for a specific period of no more than three months, as long as the consumer can terminate this extended agreement towards the end of the extension with a notice period of no longer than one month.
6. An agreement that has been entered into for a specific period of time and that covers regular deliveries of products or services may only be tacitly extended for an indefinite period as long as the consumer may terminate at any time with a notice period of no longer than one month. The notice period will not be longer than three months in the event that the agreement covers the regular delivery, but with such delivery occurring less than once a month, of daily, news and weekly journals and magazines.
7. A fixed-time agreement for the regular delivery of daily, news and weekly magazines for introductory purposes will not be tacitly continued and will end automatically after the end of the trial or introductory period.

Duration:

8. If an agreement has a duration of more than one year, after a year the consumer may terminate the agreement at any time with a notice period of no more than one month, unless reasonableness and fairness preclude termination before the end of the agreed term.

Article 15 - Payment

1. Unless stipulated otherwise in the agreement or additional terms and conditions, sums owed by the consumer must be paid within 14 days after the start of the reflection period or, if no reflection period exists, within 14 days after conclusion of the agreement. In an agreement relating to provision of a service, this term commences on the day after the consumer has received confirmation of the agreement.

2. In the sale of products to consumers, general terms and conditions may never oblige the consumer to make an advance payment of more than 50%. When advance payment is stipulated, the consumer may not assert any right whatsoever regarding processing of the relevant order or performance of the relevant service(s) prior to the stipulated advance payment having been made.
3. The consumer is obliged to report inaccuracies in payment details provided or stated to the business without delay.
4. If the consumer does not meet their payment obligations on time, after the business has brought the late payment to the consumer's attention and has given the consumer a period of 14 days to meet their payment obligations, if no payment is made within this 14-day period, the consumer will be liable for statutory interest on the sum still outstanding and the business will be entitled to charge its extrajudicial collection costs to the consumer. These collection costs will amount to no more than: 15% on outstanding sums up to €2,500; 10% on the subsequent €2,500 and 5% on the subsequent €5,000, with a minimum of €40. The business may deviate from the sums and percentages stated to the benefit of the consumer.

Article 16 - Complaints procedure

1. The business has a complaints procedure, which has been adequately communicated, and handles complaints in accordance with this procedure.
2. Complaints about the implementation of the agreement must be submitted to the business as soon as possible after the consumer has observed the defects, in full and clearly described.
3. Complaints submitted to the business will be answered within a period of 14 days from the date of receipt. If a complaint is expected to require a longer processing time, the business will answer within the period of 14 days with a confirmation of receipt and an indication of when the consumer can expect to receive a more detailed response.
4. A complaint about a product or service provided by the business can also be submitted using the complaints form from the consumers' page on the Foundation Webshop Trustmark website (<https://www.keurmerk.info/nl/consumenten/klacht/>) The complaint can be sent to both the relevant business and the Foundation Webshop Trustmark.
5. Webshop Trustmark will not handle a dispute, or will discontinue handling a dispute, if the business has been granted a suspension of payment, if it has been declared bankrupt or if it has actually terminated its business activities **or if the webshop has been suspended or expelled by Webshop Trustmark.**
6. Any dispute will only be handled by Webshop Trustmark if the consumer had first presented their complaint to the business within a reasonable period of time.
7. The dispute must have been submitted to the Webshop Trustmark in writing no more than 12 months after the dispute arose.
8. It is also possible to report complaints via the European ODR [online dispute resolution] platform (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>)

Article 17 - Disputes

1. Agreements between the business and the consumer to which these general terms and conditions relate are governed exclusively by Dutch law. This applies also if the consumer lives in a country other than the Netherlands.
2. The Vienna Convention on the International Sale of Goods is not applicable.

Article 18 - Additional or alternative provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be detrimental to the consumer and must be recorded in writing or in such way that they can be stored by the consumer in an accessible way on a durable data carrier.

Article 19 - Amendment of the general terms and conditions of the Foundation Webshop Trustmark

1. If Foundation Webshop Trustmark should implement a change, we will inform the business by means of the newsletter and place the latest version of the terms and conditions on our website: <https://www.keurmerk.info/nl/algemene-voorwaarden/>
2. Changes to these terms and conditions only come into force once these have been published in the appropriate manner on the understanding that, in the event of applicable changes during the term of an offer, the provision most favourable to the consumer will prevail.

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