



OLAC - Organic Lifestyle Advice Center
Ohmweg 57G
NL-2952 BD Alblasserdam

BTW-nr : NL014804918B01
KvK-nr : 71224211
Tel-nr : 078-3036 468

General Terms and Conditions OLAC webstore deals

Version valid from: 12 March 2018

Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. Entrepreneur: the natural or legal person who offers products and / or services to consumers at a distance;
2. Consumer: the natural person who does not act in the exercise of a profession or business and enters into an agreement renounces the entrepreneur;
3. Distance contract: an agreement in the context of which is organized by the entrepreneur system for distance selling of products and / or services, up to and including the conclusion of the agreement use is made exclusively of one or more techniques for distance communication;
4. Technology for distance communication: means that can be used to conclude an agreement, without the consumer and trader being in the same place at the same time;
5. Withdrawal period: the period within which the consumer can make use of his right of withdrawal;
6. Right of withdrawal: the possibility for the consumer to cancel the contract within the withdrawal period distance;
7. Day: calendar day;
8. Duration transaction: a distance agreement with regard to a series of products and / or services, of which the delivery and / or purchase obligation is spread over time;
9. Sustainable data carrier: any means that enables the consumer or entrepreneur to provide information to him personally focused, save in a way that future consultation and unaltered reproduction of the stored information.

Article 2 - Identity of the entrepreneur

1. Trade name: OHFP / Ortho-hormone factor practice / OLAC
Business address: Ohmweg 57G, 2952 BD Alblasserdam
Office address: Ohmweg 57G, 2952 BD Alblasserdam
Telephone: +31 (0) 78 - 3036 468
Email address: info@ortho-hormoonfactorpraktijk.com
Chamber of Commerce number: 71224211
VAT number: NL014804918B01

Article 3 - Applicability

2. These general terms and conditions apply to every offer from the entrepreneur and to every conclusion distance agreement between entrepreneur and consumer.
3. Before the distance agreement is concluded, the text of these general terms and conditions is sent to the made available to the consumer. If this is not reasonably possible, before the distance agreement is concluded, it is indicated that the general terms and conditions can be viewed by the entrepreneur and they are on be sent free of charge as soon as possible at the request of the consumer.
4. If the distance contract is concluded electronically, in deviation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions



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electronically to the made available to the consumer in such a way that they are made available by the consumer in a simple manner

can be stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it is indicated where of the general conditions

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can be made known electronically and that, at the request of the consumer, they can be made electronically

will be sent by road or by other means free of charge.

5. In the event that in addition to these general terms and conditions, specific product or service terms and conditions of

apply, the second and third paragraphs apply mutatis mutandis and the consumer may in case of Conflicting terms and conditions always invoke the applicable provision that is most beneficial to him is.

Article 4 - The offer

1. If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.

2. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:

- the price including taxes;
- the possible costs of delivery;
- the manner in which the agreement will be concluded and which actions are required for this;
- whether or not the right of withdrawal is applicable;
- the method of payment, delivery or implementation of the agreement;
- the period for accepting the offer or the period for which the price is honored;
- the level of the rate for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the basic rate;
- if the agreement is archived after the conclusion, how the consumer can consult it;
- the way in which the consumer can become aware of acts that he does not want before concluding the agreement, as well as the way in which he can rectify these before the agreement is concluded;
- any languages in which, in addition to Dutch, the agreement can be concluded;
- the codes of conduct to which the entrepreneur is subject and the way in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance agreement in the case of an agreement that involves the continuous or periodic delivery of products or services.

Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the corresponding conditions.

2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the consumer can terminate the agreement.

3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

4. The entrepreneur can - within the law - inform himself if the consumer can meet his payment obligations, as well as of all those facts and factors that are important for a sound conclusion of the distance agreement. If on the basis of this investigation the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.

5. The entrepreneur will send the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

1. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
2. the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
3. the information about existing after-sales service and guarantees;
4. the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or implementation of the distance agreement;
5. the requirements for canceling the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. if the consumer has a right of withdrawal, the model form for withdrawal.
7. If the entrepreneur is committed to delivering a series of products or services, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

With products;

1. The consumer can terminate an agreement with regard to the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason (s).
2. The cooling-off period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:
 - a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided that he has clearly informed the consumer prior to the ordering process, refuse an order for several products with a different delivery time.
 - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or part;
 - c. for agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

For services and digital content that is not supplied on a tangible medium:

3. The consumer can terminate a service agreement and an agreement for the delivery of digital content that has not been delivered on a tangible medium for at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason (s).
4. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement.
5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model form for withdrawal, the cooling-off period ends twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months of the starting date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer received that information.

Article 7 - Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent that is necessary to determine the nature, characteristics and operation of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for value reduction of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for value reduction of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he must report this to the entrepreneur within the withdrawal period by means of the model form for withdrawal or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product or hands it to (an agent of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer cancels after having first explicitly requested that the provision of the service or the supply of gas, water or electricity that are not made ready for sale commence in a limited volume or quantity during the cooling-off period, the consumer is the the entrepreneur owes an amount that is proportional to that part of the commitment that the entrepreneur fulfilled at the time of cancellation, compared to the full compliance with the commitment.
7. The consumer does not bear any costs for the performance of services or the supply of water, gas or electricity that are not made ready for sale in a limited volume or quantity, or for the supply of district heating if:

1. the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs or the model form for withdrawal, or;
2. the consumer did not explicitly request the start of the performance of the service or supply of gas, water, electricity or district heating during the cooling-off period.

8. The consumer does not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium if:

1. prior to delivery, he has not explicitly agreed to commence compliance with the agreement before the end of the reflection period;
2. he has not acknowledged that he has lost his right of withdrawal when granting his permission; or

3. the entrepreneur has failed to confirm this statement from the consumer.

9. If the consumer exercises his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in case of withdrawal

1. If the trader makes it possible for the consumer to withdraw electronically, he will immediately send a confirmation of receipt after receiving this notification.
2. The entrepreneur reimburses all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the cancellation. Unless the entrepreneur offers to collect the product himself, he may wait to pay back until he has received the product or until the consumer demonstrates that he has sent back the product, whichever is the earlier.
3. The entrepreneur uses the same payment method that the consumer used for reimbursement, unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to pay back the additional costs for the more expensive method.

Article 10 - Exclusion of the right of withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price depends on fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction means a sales method in which products, digital content and / or services are offered by the entrepreneur to the consumer who is present in person or who is given the opportunity to be present in person at the auction, under the direction of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and / or services;
3. Service contracts, after full performance of the service, but only if:
 1. the performance has begun with the express prior consent of the consumer; and
 2. the consumer has stated that he loses his right of withdrawal once the entrepreneur has fully executed the agreement;
4. Service contracts for the provision of accommodation, if a specific date or period of execution is provided for in the contract and other than for residential purposes, goods transport, car rental services and catering;
5. Agreements related to leisure activities, if a specific date or period of execution is provided for in the agreement;
6. Products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, 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 being returned and of which the seal has been broken after delivery;
9. Products that are irrevocably mixed with other products after delivery due to their nature;
10. Alcoholic beverages the price of which was agreed at the conclusion of the agreement, but the delivery of which can only take place after 30 days, and the actual value of which depends on market fluctuations over which the entrepreneur has no influence;

11. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
12. Newspapers, magazines or magazines, with the exception of subscriptions to them;
13. The delivery of digital content other than on a material medium, but only if:
 1. the performance has begun with the express prior consent of the consumer; and
 2. the consumer has stated that he thereby loses his right of withdrawal.

Article 11 - The price

1. During the validity period stated in the offer, the prices of the products and / or services offered are not increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services with variable prices that are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 1. these are the result of statutory regulations or provisions; or
 2. the consumer has the authority to cancel the agreement on the day the price increase takes effect.
5. The prices stated in the range of products or services include VAT.

Article 12 - Conformity and Warranty

1. The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions existing on the date of the conclusion of the agreement provisions and / or government regulations.
2. A scheme offered by the trader, manufacturer or importer as a guarantee does not affect the rights and claims that the consumer can assert with regard to a shortcoming in the fulfillment of the trader's obligations to the trader based on the law and / or the distance agreement.

Article 13 - Delivery and implementation

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Taking into account that which is stated in article 4 of these general terms and conditions, the company will execute accepted orders with due speed, though at the latest within 30 days, unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than one month after he has placed the order. In that case, the consumer has the right to terminate the contract without costs and is entitled to any compensation.
4. In the event of termination in accordance with the previous paragraph, the trader will refund the amount paid by the consumer as soon as possible, but no later than 30 days after termination.
5. If delivery of an ordered product appears to be impossible, the entrepreneur will endeavor to make a replacement item available. At the latest at the delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not be excluded. The costs of return shipment are borne by the entrepreneur.
6. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless explicitly agreed otherwise.

Article 14 - Duration transactions: duration, cancellation and extension

Cancellation:

1. The consumer can at all times cancel an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services with due observance of the agreed termination rules and a cancellation period of one month at most.
2. The consumer can at all times terminate an agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services with due observance of the agreed termination rules and a cancellation period of one month at most.
3. The consumer can the agreements mentioned in the previous paragraphs:
 - cancel at any time and are not limited to cancellation at a specific time or in a specific period;
 - cancel at least in the same way as they are entered into by him;
 - always cancel with the same cancellation period as the entrepreneur has stipulated for himself.

Extension:

4. An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a specific duration.
5. Contrary to the previous paragraph, a contract that has been entered into for a definite period of time and that extends to the regular delivery of daily, weekly and weekly newspapers and magazines may be tacitly renewed for a specific duration of a maximum of three months, if the consumer extended this can terminate the agreement by the end of the extension with a notice period of at most one month.
6. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of one month at most. The notice period is at most three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular delivery of daily newspapers, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and automatically ends after the trial or introductory period.

Expensive:

8. If an agreement has a duration of more than one year, the consumer may cancel the agreement at any time after one year with a cancellation period of at most one month, unless reasonableness and fairness are opposed to cancellation before the end of the agreed duration. resist.

Article 15 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within fourteen days after delivery of the good or in the case of an agreement to provide a service, within 14 days after the delivery of the documents relating to this agreement .
2. When selling products to consumers, general terms and conditions may never stipulate an advance payment of more than 50%. When an advance payment is stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service (s), before the advance payment has been made.
3. The consumer has the duty to immediately report inaccuracies in payment data provided or specified to the entrepreneur.
4. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the consumer reasonable costs that have been made known to the consumer in advance.

Article 16 - Complaints

1. The entrepreneur has a well-publicized complaints and deals with complaints under this procedure.



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2. Complaints about the implementation of the agreement must be submitted promptly, fully and clearly described to the entrepreneur, after the consumer has found the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within a period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.

Article 17 Intellectual Property.

The Buyer explicitly acknowledges that all intellectual property rights of displayed information, announcements or other expressions with regard to the products and / or with regard to the internet site rest with Webwinkel-deals, its suppliers or other rightholders.

Article 18 Personal data.

Webwinkel-deals will only process the data of the Buyer in accordance with its privacy policy. Webstore deals thereby observe the applicable privacy rules and legislation.

Article 19 Applicable law and competent court.

All offers of Webshop deals, its agreements and the implementation thereof are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.

Article 20 Links

The Webwinkel-deals site may contain third-party advertisements or links to other sites. Webwinkel-deals has no influence on the privacy policy of these third parties or their sites and is not responsible for this.

Article 21 Your rights

You can always ask Webwinkel deals which data about you is being processed. You can send an e-mail for this. You can also ask Webwinkel-deals by e-mail to make improvements, additions or other corrections, Webwinkel-deals will process as soon as possible. If you no longer wish to receive information, you can notify Webwinkel deals. Sending information is only possible if you have provided your e-mail address.

Article 22 - Additional or different provisions

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored in an accessible manner on a durable medium.