



SERVICE DOCUMENT

Shipping, payment and returns

SHIPMENT

Shipping of all your orders above € 40,00 is free of charge throughout the EU. These costs are on us. However, free shipping only applies to the countries that we have included in our country list shown with each product.

COSTS IMPORT AND TAXES

Within the EU we ensure that the correct taxes and import duties (all included in the prices mentioned) are applied. For countries outside the EU, you are responsible for correctly importing the product and paying the applicable import costs and taxes.

RETURNS

You can return unopened products to us within 2 months after receipt of the product. Please use our return form for this via this link: <https://www.orgacorp.com/about-us/return-page/> (only available in English!). The cost of returning products is at your expense.

MEANS OF PAYMENT

ORGACORP offers various European payment methods via Mollie (www.mollie.com). After you have added a product to the shopping cart, you can choose from the different payment options like MasterCard, Visa, American Express, Apple Pay, PayPal, SEPA and more. It is not possible to pay afterwards for your product (s).

Privacy statement ORGACORP

WE HANDLE YOUR DATA WITH CARE

We handle the data we receive from you with care. We have taken technical and organizational measures to prevent unauthorized third parties from accessing this data. Our employees have also signed a confidentiality statement.

WHAT DO WE DO WITH YOUR DATA?

We use the data we receive from you to process your orders. These can be orders or returns. We only pass on your personal data to third parties when this is necessary to carry out a specific part of your assignment. We only pass on the information that these third parties really need to carry out the work requested by us.

HOW LONG DO WE KEEP YOUR DATA?

We do not store the data longer than necessary to carry out the assigned work for you and to provide service to you. Service also includes analyses of your purchased products and making proposals for other products and / or offers.

WHAT ARE YOUR RIGHTS?

You are our customer. So you have the right to determine what information we receive from you. But you also have other rights. We summarize them below.
- You can always ask us for an overview of the personal data we have about you. We provide this overview free of charge.



- If you believe that we have incorrectly processed certain data in our records, you can request correction. We appreciate this very much, because we can of course only do our work properly if the data we work with for you is correct.

- If you no longer want us to have certain data in our records, you can request us to delete this data.
- If you want to restrict the use of your data at any time, for example that we are not allowed to pass on certain data to a certain organization, you can let us know.
- You can ask us to forward your data to a third party or to remove all data from our database. Provided that legal regulations prevent this. After receiving your request we will execute your request as soon as possible.
- When we receive personal information about you from third parties, we'll inform you of the source from which we received this information.

QUESTIONS ABOUT USE OF YOUR PERSONAL DATA

Do you have questions about the way we handle your personal data? Please contact us about this. This can be done via our web forms. We only communicate in English or Dutch! We do our best to answer these questions the best way possible. If you have complaints about the way in which our company has handled your personal data, please report this to us as soon as possible. We promise that this complaint will receive the right attention.

Recaptcha

We use the reCAPTCHA service of Google LLC (Google) to protect data sent through this website. This function checks whether a message is sent by a person, in order to prevent 'spam bots' from automatically sending messages or leaving comments, for example. This involves sending a visitor's IP address and possibly other data to make Google reCAPTCHA work.

The IP address is hereby abbreviated and thereby made anonymous in countries that are part of the EU and states that participate in the treaty for the European economic area. In exceptional cases, an IP address is fully transferred to a Google server in the United States and shortened there. On behalf of the owner of this website, Google uses this data to evaluate your use of this service. The IP address provided by reCAPTCHA will not be merged with other Google data. Google's data protection rules apply to the collection of this data. More information about Google's privacy policy can be found on this page: <https://policies.google.com/privacy?hl=en>.

By using reCAPTCHA you agree that Google processes data about you in the manner and for the purpose described above.



Terms and Conditions

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Article 1 - Definitions

In these conditions the following terms have the following meanings:

1. Reflection period: the period within which the consumer can exercise his right of withdrawal;
2. Day: calendar day;
3. Right of withdrawal: the possibility for the consumer to withdraw from the remote contract within the cooling-off period;

Article 2 – Company Identity

ORGACORP

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info@orgacorp.com

www.orgacorp.com

CoC-number: 78275628 (Canoa Trading Company)

VAT-identification number: NL003312047B41

Article 3 – Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every remote contract and orders concluded between the entrepreneur and the consumer.
2. Before the remote 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, it will be indicated that the general terms and conditions can be viewed by the entrepreneur and they will be sent free of charge at the request of the consumer.
3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the remote contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that can be easily stored by the consumer on a durable medium.



If this is not reasonably possible, before the remote contract is concluded, it will be indicated where the general terms and conditions can be read electronically and that at the request of the consumer they will be sent electronically or otherwise free of charge.

1. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and in the event of conflicting general terms and conditions the consumer can always invoke the applicable provision that applies to him as most favourable.
2. If one or more provisions in these general terms and conditions are at any time wholly or partly void or are nullified, then the agreement and these terms and conditions will remain in effect and the provision in question will be immediately replaced by a provision that is mutually agreed upon, as close as possible to the tenor of the original.
3. Situations not regulated in these terms and conditions should be assessed "in the spirit" of these terms and conditions.
4. Uncertainties about the explanation or content of one or more provisions of our terms and conditions must be interpreted "in the spirit" of these terms and conditions.

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 is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to allow 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 obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
5. Pictures with products are a true representation of the products offered. The entrepreneur cannot guarantee that the colours shown exactly match the real colours of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are involved in accepting the offer.

This concerns in particular:

- the price including taxes;
- any shipping costs;
- the way in which the agreement will be concluded and which actions are required for this;
- whether or not the right of withdrawal applies;
- the method of payment, delivery and implementation of the agreement;
- the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
- whether the contract is filed after conclusion, and if so, how it can be consulted by the consumer;
- the way in which the consumer, before concluding the contract, can check the data provided by him under the contract and repair it if desired;
- any other languages in which, in addition to English, the contract can be concluded;

Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the time of acceptance by the consumer of the offer. And meeting the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur electronically confirms receipt of the acceptance of the offer.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.



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

5. The entrepreneur will provide the consumer the following information in a manner accessible to the consumer:

a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;

b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

c. information about guarantees and existing after-sales service;

d. the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;

6. Each agreement is processed under the suspensive conditions of sufficient availability of the products in question.

Article 6 - Right of withdrawal

1. When purchasing products, the consumer has the option to dissolve the contract without giving any reason during 7 business days. This cooling-off period starts on the day after receipt of the product by the consumer.

2. During the reflection period, the consumer will handle the product and packaging with care. If he makes use of his right of withdrawal, he will return the product with all accessories supplied to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 2 months after receipt of the product. The consumer must make this known by means of the digital form. After the consumer has made known that he wants to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of a proof of shipment.

4. If, after expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of withdrawal or the product has not been returned to the entrepreneur, the purchase is a fact.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, only the costs of return are for his account.

2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after cancellation. This is subject to the condition that the product has already been received back by the merchant or conclusive proof of complete return can be submitted.

3. In the event of damage to the product due to careless handling by the consumer, the consumer is liable for any diminished value of the product.

4. The consumer cannot be held liable for a depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before the conclusion of the purchase agreement.

Article 8 - 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, except for price changes as a result of changes in VAT rates.

2. The prices stated in the offer of products or services include VAT.

3. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing and typesetting errors, the entrepreneur is not obliged to deliver the product at the incorrect price.



Article 9 - Compliance and Warranty

1. The entrepreneur guarantees that the products and / or services meet the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the existing ones on the date of the conclusion of the agreement. legal provisions and / or government regulations.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks of delivery. Return of the products must be in the original packaging and in new condition.
4. The warranty period of the entrepreneur corresponds to the factory warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

Article 10 - Delivery and fulfilment

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after placing the order. In that case, the consumer has the right to dissolve the agreement at no cost. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any aforementioned periods. Exceeding a term does not entitle the consumer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 14 days after dissolution.
6. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative who has been announced to the entrepreneur, unless expressly agreed otherwise.

Article 11 - Payment

1. Payment of products is arranged via the checkout of the website www.orgacorp.com
2. The consumer has the duty to report inaccuracies in payment data provided or stated to the entrepreneur without delay.
3. In case of default by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance. The legal guidelines are followed.

Article 12 - Complaints procedure

1. We have a complaints procedure and handle the complaint in accordance with this complaints procedure.
2. Complaints about the performance of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days, after the consumer has discovered 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 reply within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to the dispute settlement procedure.
5. In case of complaints, a consumer must first turn to the entrepreneur.
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will replace or repair the products delivered free of charge at its choice.



Article 13 – Disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law. Even if the consumer lives abroad.
2. Liability lies with us for products that we import outside the EU. For products that we purchase within the EU, lies with the supplier of that product.
3. The Vienna Sales Convention does not apply.

Article 14 - Additional or different stipulations

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 by the consumer in an accessible manner on a durable data carrier.