

Version valid from 08/02/2013

## **General**

1.1. These terms and conditions apply to all offers from MijnApotheek.nl BV. The conditions are accessible to everyone and included on the website of MijnApotheek.nl BV. On request we will send you a written copy.

1.2. By placing an order you indicate that you agree with the delivery and payment conditions. MijnApotheek.nl BV reserves the right to change its delivery and / or payment conditions after the term has expired.

1.3. Unless otherwise agreed in writing, the general or specific conditions or stipulations of third parties are not recognized by MijnApotheek.nl BV.

1.4. MijnApotheek.nl BV guarantees that the delivered product meets the agreement and meets the specifications stated in the offer.

## **Delivery**

2.1. Delivery takes place while supplies last.

2.2. In the context of the rules of distance purchase, MijnApotheek.nl BV will execute orders at least within 30 days. If this is not possible (because the order is out of stock or no longer available), or there is a delay for other reasons, or an order cannot be executed or only partially executed, the consumer will receive within 1 month after placing the order message and in that case he has the right to cancel the order without costs and notice of default.

2.3. The delivery obligation of MijnApotheek.nl BV will, subject to proof to the contrary, be met as soon as the goods delivered by MijnApotheek.nl BV have been offered to the buyer once. In the case of home delivery, the report of the carrier, including the refusal of acceptance, serves as full proof of the offer to deliver.

2.4. All periods mentioned on the website are indicative. No rights can therefore be derived from the aforementioned periods.

## **Prices**

3.1. Prices are not increased within the duration of the offer, unless legal measures make this necessary or if the manufacturer implements interim price increases.

3.2. All prices on the site are subject to printing and typing errors. No liability is accepted for the consequences of printing and typesetting errors.

3.3. All prices on the site are in EUROS and include 21% VAT.

## **Trial period / right of withdrawal**

4.1. If there is a consumer purchase, in accordance with the Distance Selling Act (Article 7: 5 of the Dutch Civil Code), the buyer has the right to return (part of) the delivered goods within a period of 14 working days without giving a reason. This period starts when the ordered goods

have been delivered. If the buyer has not returned the goods delivered to MijnApotheek.nl BV after this period, the purchase is a fact. Before proceeding to return, the buyer is obliged to report this in writing to MijnApotheek.nl BV within the period of 14 working days after delivery. The customer must prove that the goods delivered were returned on time, for example by means of a proof of mail delivery. The goods must be returned in the original packaging (including accessories and accompanying documentation) and in new condition. If the goods have been used, encumbered or damaged in any way by the customer, the right to dissolution within the meaning of this paragraph expires. With due observance of the provisions in the previous sentence, MijnApotheek.nl BV ensures that the purchase amount is repaid to the buyer within 30 days after the receipt of the return shipment. The return of the delivered goods is entirely for the account and risk of the buyer.

4.2. The right to dissolution, as described in the previous paragraph, only relates to the delivered goods and will in no case relate to services, such as telephone subscriptions from the (mobile) network operators offered by MijnApotheek.nl BV. For the latter services, where MijnApotheek.nl BV only acts as an intermediary or agent, the general terms and conditions of said network operators will apply.

4.3. The right of withdrawal does not apply to:

By law, the buyer of food supplements does not have the right to return these products.  
goods or services whose price depends on fluctuations in the financial market, over which the supplier has no influence  
goods that have been manufactured according to the consumer's specifications, for example custom work, or that have a clear personal character  
for goods or services that cannot be returned due to their nature, for example due to hygiene or that can quickly deteriorate or become obsolete  
audio and video recordings and computer software of which the consumer has broken the seal  
the delivery of newspapers and magazines; for the services of betting and lotteries  
services whose performance, with the consent of the consumer, has begun for the period of seven working days

## **Data Management**

5.1. If you place an order with MijnApotheek.nl BV, your details will be included in the customer base of MijnApotheek.nl BV. MijnApotheek.nl BV adheres to the General Data Protection Regulation Act (AVG) and will not provide your information to third parties. See our Privacy Policy.

5.2. MijnApotheek.nl BV respects the privacy of the users of the internet site and ensures confidentiality of your personal information.

5.3. In some cases, MijnApotheek.nl BV uses a mailing list. Each mailing contains instructions to remove yourself from this list.

## **Guarantee**

6.1. MijnApotheek.nl BV guarantees that the products it supplies meet the requirements of usability, reliability and service life as they are reasonably intended by the parties to the purchase agreement, and thereby vouches for the manufacturer's warranty for the product delivered to you.

6.2. The warranty period of MijnApotheek.nl BV corresponds to the factory warranty period. However, MijnApotheek.nl BV is never responsible for the ultimate suitability of the items for each individual application by the customer, nor for any advice regarding the use or application of the items.

6.3. The buyer is obliged to immediately check the delivered goods upon receipt. If it appears that the delivered item is wrong, inadequate or incomplete, then the customer (before proceeding to return to MijnApotheek.nl BV) must immediately report these defects in writing to MijnApotheek.nl BV. Any defects or incorrectly delivered goods must and can be reported in writing to MijnApotheek.nl BV up to a maximum of 2 months after delivery. The goods must be returned in the original packaging (including accessories and accompanying documentation) and in new condition. Commissioning after the discovery of a defect, damage arising after the discovery of a defect, encumbrance and / or resale after the discovery of a defect, completely voids this right to complain and return.

6.4. If complaints from the customer are found to be justified by MijnApotheek.nl BV, MijnApotheek.nl BV will, at its option, replace the delivered goods free of charge or make a written arrangement with the customer about the compensation, provided that the liability of MijnApotheek.nl BV and therefore the amount of compensation is always limited to at most the invoice amount of the goods in question, or (at the option of MijnApotheek.nl BV) to the maximum amount covered by the liability insurance of MijnApotheek.nl BV in the relevant case. Any liability of MijnApotheek.nl BV for any other form of damage is excluded, including additional compensation in whatever form, compensation for indirect damage or consequential damage or damage due to lost profit.

6.5. MijnApotheek.nl BV is not liable for damage caused by intent or equivalent recklessness of non-managerial staff.

6.6. This guarantee does not apply if: A) and as long as the buyer is in default towards MijnApotheek.nl BV; B) the customer has parried and / or modified the delivered goods himself or had them repaired and / or modified by third parties. C) the goods delivered have been exposed to abnormal circumstances or are otherwise carelessly treated or have been treated contrary to the instructions of MijnApotheek.nl BV and / or instructions on the packaging; D) the defectiveness is wholly or partly the result of regulations that the government has set or will make with regard to the nature or quality of the materials used;

6.7. Prescription products offered on this site are delivered under the responsibility of Apotheek Galilea-Zuid BV.

## **Offers**

7.1. Offers are without obligation, unless otherwise stated in the offer.

7.2. Upon acceptance of a non-binding offer by the buyer, MijnApotheek.nl BV reserves the right to withdraw or deviate from the offer within the period of 3 working days after receipt of that acceptance.

7.3. Verbal commitments only bind MijnApotheek.nl BV after they have been explicitly confirmed in writing.

7.4. Offers from MijnApotheek.nl BV do not automatically apply to repeat orders.

7.5. MijnApotheek.nl BV cannot be held to its offer if the customer should have understood that the offer, or a part thereof, contained an obvious mistake or error.

7.6. Additions, changes and / or further agreements are only valid if agreed in writing.

### **Agreement**

8.1. An agreement between MijnApotheek.nl BV and a customer is established after an order assignment has been assessed by MijnApotheek.nl BV for feasibility.

8.2. MijnApotheek.nl BV reserves the right, without stating reasons, not to accept orders or assignments or to only accept them on condition that the shipment takes place on delivery or after payment in advance.

### **Images and specifications**

9.1. All images; photos, drawings etc .; data concerning weights, dimensions, colors, images of labels, etc. on the website of MijnApotheek.nl BV are approximate only, are indicative and cannot give rise to compensation or termination of the agreement.

### **Force of the majority**

10.1. MijnApotheek.nl BV is not liable if and insofar as its obligations cannot be met due to force majeure.

10.2. Force majeure means any strange cause, as well as any circumstance, which should not reasonably be at its risk. Delays in or non-performance by our suppliers, disruptions in the Internet, disruptions in electricity, disruptions in e-mail traffic and disruptions or changes in technology supplied by third parties, transport difficulties, strikes, government measures, delays in supply, negligence of suppliers and / or manufacturers of MijnApotheek.nl BV as well as assistants, illness of staff, defects in aids or means of transport are expressly considered as force majeure.

10.3. In the event of force majeure, MijnApotheek.nl BV reserves the right to suspend its obligations and is also entitled to dissolve the agreement in whole or in part, or to demand that the content of the agreement be amended in such a way that implementation remains possible. Under no circumstances is MijnApotheek.nl BV obliged to pay any fine or compensation.

10.4. If, at the start of the force majeure, MijnApotheek.nl BV has already partially met its obligations, or can only partially meet its obligations, it is entitled to separately invoice the already delivered or the deliverable part and the customer is obliged to pay this invoice as it concerned a separate contract. However, this does not apply if the already delivered or deliverable part has no independent value.

### **Liability**

11.1. MijnApotheek.nl BV is not liable for damage to vehicles or other objects caused by incorrect use of the products. Read the instructions on the package and / or consult our website before use.

### **Retention of title**

12.1. Ownership of all items sold and delivered by MijnApotheek.nl BV to the buyer remains with MijnApotheek.nl BV as long as the buyer has not paid the claims of MijnApotheek.nl BV under

the agreement or earlier or later similar agreements, as long as the buyer does not work performed or to be performed under these or similar agreements has not yet been paid and as long as the buyer has not yet paid the claims of MijnApotheek.nl BV due to a shortcoming in the fulfillment of such obligations, including claims regarding fines, interest and costs, all this as referred to in Section 3:92 of the Dutch Civil Code.

12.2. The items supplied by MijnApotheek.nl BV which are subject to retention of title may only be resold in the context of normal business operations and may never be used as a means of payment.

12.3. The buyer is not authorized to pledge the goods that are subject to the retention of title nor to encumber them in any other way.

12.4. The customer already gives unconditional and irrevocable permission to MijnApotheek.nl BV or a third party to be appointed by MijnApotheek.nl BV to, in all cases in which MijnApotheek.nl BV wishes to exercise its ownership rights, to enter all those places where its properties are located. and to take those things there.

12.5. If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the buyer is obliged to inform MijnApotheek.nl BV as soon as can reasonably be expected.

12.6. The buyer undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to give the policy of this insurance to MijnApotheek.nl BV for inspection on first request.

### **Applicable law / competent court**

13.1. Dutch law applies to all agreements.

13.2. Disputes arising from an agreement between MijnApotheek.nl BV and the buyer that cannot be resolved in mutual