

**GENERAL TERMS AND CONDITIONS OF SALE FOR CONSUMERS NEODERMA AMSTERDAM B.V.**

*These General Terms and Conditions of Sale have been filed with the Chamber of Commerce.*

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**Article 1 – Definitions**

The following definitions apply in these terms and conditions:

1. **Supplementary contract:** a contract pursuant to which the consumer obtains products, digital content and/or services in relation to a distance contract, and Neoderma or a third party delivers these products, digital content and/or services on the basis of an contract between that third party and Neoderma;
2. **Consumer:** the natural person whose action is not within the course of a profession or business and who enters into an distance contract with Neoderma;
3. **Continuing performance contract:** a contract for the regular supply of goods, services and/or digital content during a certain period of time;
4. **Cooling-off period:** the period within which the consumer can make use of his right of withdrawal.
5. **Day:** calendar day;
6. **Digital content:** data produced and supplied in digital form;
7. **Distance contract:** a contract whereby sole use is made of one or more techniques for distance communication within the framework of a system organized by Neoderma for the distance sale of products and/or services, up to and including the moment that the contract is concluded;
8. **Extended duration contract;** a contract that entails the regular delivery of goods, services and/or digital content during a certain period of time;
9. **Durable medium:** every means - including emails - that enables the consumer or Neoderma to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
10. **Right of withdrawal:** the possibility for the consumer to withdraw the distance contract within the cooling-off period;
11. **Neoderma:** NEODERMA AMSTERDAM B.V., with its statutory seat in Amsterdam, the Netherlands and its registered office at the Herengracht 282 (1016 BX) in Amsterdam, the Netherlands, registered in the trade register of the Dutch Chamber of Commerce under number 69831750;
12. **Technique for distance communication:** means that can be used for concluding an contract, without the consumer and Neoderma being in the same place at the same time.



## **Article 2 – Identity of the trader**

NEODERMA AMTERDAM B.V.;

Business and visiting address:  
Herengracht 282  
1016 BX Amsterdam

Telephone number: +31 (0)20 521 9317  
Email address: europe@neoderma.com  
Ch. of Comm. no.: 69831750  
Btw identification no.: NL858030536B01

## **Article 3 – Applicability**

1. These general terms and conditions apply to every offer made by Neoderma and to every distance contract that is realised between Neoderma and a consumer.
2. Prior to the conclusion of a distance contract, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, Neoderma will indicate, before the distance contract is concluded, that the general terms and conditions are available for inspection at Neoderma's premises and that they will be sent free of charge to the consumer, as quickly as possible, at the consumer's request.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the consumer will be provided with the text of these general terms and conditions electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, Neoderma shall indicate, before concluding the distance contract, where the general terms and conditions can be inspected electronically and that at his request they will be sent to the consumer free of charge, either electronically or in some other way.
4. In cases where specific product or service terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and the consumer can always invoke the applicable condition that is most favourable to him in the event of conflicting general terms and conditions.

## **Article 4 – The offer**

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the products and/or services being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If Neoderma makes use of illustrations, these will be a true representation of the products and/or services being offered. Neoderma is not bound by obvious errors or mistakes in the offer.
3. Every offer will contain such information that makes it clear to the consumer what rights and obligations are involved in accepting the offer.

## **Article 5 – The contract**

1. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions set out therein have been fulfilled.

2. If the consumer has accepted the offer electronically, Neoderma will immediately confirm receipt of the acceptance of the offer electronically. The consumer can terminate the contract as long as this acceptance has not been confirmed by Neoderma.
3. If the contract is concluded electronically, Neoderma will take suitable technical and organizational measures to secure the electronic transfer of data and Neoderma will ensure a safe web environment. If the consumer is able to pay electronically, Neoderma will take suitable security measures.
4. Neoderma may obtain information – within the statutory parameters – about the consumer's ability to fulfil his payment obligations, as well as about facts and factors that are important for the equitable conclusion of the distance contract. If such inquiries give Neoderma valid reasons not to enter into the contract, then Neoderma shall be entitled, stating its reasons, to reject an order or request or to impose special conditions on the execution.
5. Together with the product or service, Neoderma shall send to the consumer the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:
  - a. the office address of Neoderma's business location where the consumer can lodge complaints;
  - b. the conditions under which the consumer can make use of the right of withdrawal and the method for so doing, or a clear statement relating to the exclusion of the right of withdrawal;
  - c. information about warranties and existing after-sales service;
  - d. the price, including all taxes of the product, service or digital content; insofar as applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
  - e. the requirements for terminating the contract, if the duration of the contract exceeds a period of one year or is indefinite.
  - f. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

#### **Article 6 – Right of withdrawal**

##### *Upon delivery of products:*

1. The consumer can terminate a contract relating to the purchase of a product during a cooling-off period of at least 14 days without giving any reason. Neoderma may ask the consumer for the reason for withdrawal, but may not oblige the consumer to state his reason(s).
2. The cooling-off period referred to in paragraph 1 shall start on the day after the consumer or a third party, other than the carrier and indicated in advance by the consumer, has received the product; or
  - a. if the consumer has ordered more than one product in the same order, the day on which the consumer, or a third party designated by the consumer, has received the last product. Neoderma may, provided that it has clearly informed the consumer of this prior to the ordering process, refuse an order for several products with a different delivery time.
  - b. where the delivery of a product consists of several consignments or parts, the day on which the consumer, or a third party designated by the consumer, has received the last consignment or part;
  - c. in the case of a contract for the regular supply of products over a specified period of time, the day on which the consumer, or a third party designated by him, has received the first product.

##### *Upon delivery of services and digital content which is not delivered on a tangible medium:*

3. the consumer may terminate a contract for the delivery of services and a contract for the delivery of digital content which has not been delivered on a tangible medium, during a period of at least 14 days, without giving any reason. Neoderma may ask the consumer for the reason for withdrawal, but may not oblige the consumer to state his reason(s).
4. the cooling-off period referred to in paragraph 3 starts on the day following the conclusion of the contract.

##### *Extended cooling-off period upon delivery of products, services and digital content not delivered on a tangible medium in the event of failure to inform about the right of withdrawal:*

5. If Neoderma has not provided the consumer with the legally required information on the right of withdrawal or the model withdrawal form, the cooling-off period will end 12 months after the end of the original cooling-off period set in accordance with the previous paragraphs of this Article.
6. If Neoderma has provided the consumer with the information referred to in the preceding paragraph within twelve months of the starting date of the original cooling-off period, the cooling-off period will expire 14 days after the day on which the consumer received the information.

#### **Article 7 – Consumers' obligations during the cooling-off period**

1. During the cooling-off period, the consumer will treat the product and its packaging with care. The consumer shall only unpack or use the product to the extent 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 shop.
2. The consumer shall only be liable for any diminished value of the product resulting from a handling of the product that goes beyond what is permitted in paragraph 1.
3. The consumer shall not be liable for any loss of value of the product if Neoderma has not provided him with all legally required information on the right of withdrawal prior to or at the moment of the conclusion of the contract.

#### **Article 8 - Consumers who exercise their right of withdrawal and the costs involved**

1. If the consumer exercises his right of withdrawal, he must notify Neoderma within the cooling-off period by means of the model withdrawal form or by other unambiguous means.
2. As soon as possible, but within 14 days of the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to Neoderma or its authorised representative. This is not necessary if Neoderma has offered to collect the product itself. In any case, the consumer has respected the return period if he returns the product before the cooling-off period has expired.
3. The consumer shall return the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by Neoderma.
4. The consumer bears the risk and the burden of proof for the correct and timely exercise of the right of withdrawal.
5. The direct costs of returning the product are borne by the consumer. If Neoderma has not informed the consumer that the consumer has to bear these costs or if Neoderma indicates that it shall bear the costs itself, the consumer does not have to bear the costs of returning the products.
6. The consumer shall not bear any costs for the delivery of digital content not delivered on a tangible medium, in whole or in part, if:
  - a. prior to its delivery, it has not expressly agreed to the commencement of performance of the contract before the end of the cooling-off period;
  - b. he has not acknowledged that he loses his right of withdrawal when granting his consent; or
  - c. Neoderma has failed to confirm this statement of the consumer.
7. If the consumer exercises his right of withdrawal, all supplementary contracts shall be terminated by operation of law.

#### **Article 9 – Obligations of Neoderma in case of withdrawal**

1. If Neoderma enables the consumer to give notice of withdrawal by electronic means, it will send an acknowledgement of receipt without delay upon receipt of the notice of withdrawal.
2. Neoderma will reimburse all payments made by the consumer, including any delivery costs charged by Neoderma for the returned product, without delay but within 14 days of the day on which the consumer notifies Neoderma of the withdrawal. Unless Neoderma offers to collect the product itself, Neoderma may delay reimbursement until Neoderma has received the product or until the consumer provides evidence that it has returned the product, whichever occurs earlier
3. Neoderma will use the same means of payment for reimbursement as those used by the consumer, unless the consumer agrees to another method. Reimbursement shall be free of charge to the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, Neoderma does not have to reimburse the additional costs of the more expensive method.

#### **Article 10 – Exclusion of the rights of withdrawal**

Neoderma may exclude the following products and services from the right of withdrawal, but only if Neoderma has clearly stated this in the offer, at least sufficiently in advance before the conclusion of the contract:

1. Products or services whose price is subject to fluctuations in the financial market over which Neoderma has no influence and which may occur within the withdrawal period;
2. Contracts concluded by public auction. A public auction is defined as a method of sale in which products, digital content and/or services are offered by Neoderma to the consumer who is personally present or is given the opportunity to be personally present 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 execution of the service, but only if:
  - a. the performance has commenced with the consumer's express prior consent; and
  - b. the consumer has declared that he loses his right of withdrawal as soon as Neoderma has fully performed the contract;
4. Package travel as referred to in Article 7:500 of the Dutch Civil Code and passenger transport contracts;
5. Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, freight transport, car rental services and catering;
6. Leisure contracts, if the contract provides for a specific date or period of performance;
7. Products manufactured to consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the consumer or which are clearly intended for a specific person;
8. Products that deteriorate quickly or have a limited shelf life;
9. Sealed products which, for reasons of health protection or hygiene, are not suitable for return and of which the sealing is broken after delivery;
10. Products that after delivery are by their nature irrevocably mixed with other products;
11. Alcoholic beverages, the price of which was agreed when the contract was concluded, but the delivery of which can only take place after 30 days, and the actual value of which depends on fluctuations in the market over which Neoderma has no influence;
12. Sealed audio, video recordings and computer software, the sealing of which is broken after delivery;
13. Newspapers, magazines or magazines, with the exception of subscriptions to these;
14. The supply of digital content on any medium other than a tangible medium, but only if:
  - a. the performance has commenced with the consumer's express prior consent; and
  - b. the consumer has declared that he thereby loses his right of withdrawal.

#### **Article 11 – The price**

1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, Neoderma may offer products or services at variable prices, in case these prices are subject to fluctuations in the financial market over which Neoderma has no influence. This dependency on fluctuations and the fact that any prices mentioned are target prices shall be stated in the offer.
3. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or provisions.
4. Price increases more than 3 months after the contract was concluded are only permitted if Neoderma stipulated so and:
  - a. they are the result of statutory regulations or provisions; or
  - b. the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services are inclusive of VAT.

#### **Article 12 – Conformity and extra warranty**

1. Neoderma guarantees that the products and/or services comply with the contract, with the specifications stated in the offer, with the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations on the date on which the contract was concluded. If agreed, Neoderma also guarantees that the product is suitable for use other than normal use.
2. An additional warranty provided by Neoderma, its supplier, manufacturer or importer never restricts the statutory rights and claims that the consumer can enforce against Neoderma on the basis of the contract if Neoderma has failed to perform its part of the contract.
3. An additional warranty will be understood to mean any obligation on the part of Neoderma, its supplier, importer or producer to grant the consumer certain rights or claims that go beyond what is legally required in the event of failure to perform its part of the contract.

#### **Article 13 - Delivery and execution**

1. Neoderma will take the greatest possible care when receiving and executing product orders and when assessing requests for the provision of services.
2. The place of delivery will be the address that the consumer has provided to Neoderma.
3. With due observance of what is stated in Article 4 of these general terms and conditions, Neoderma will execute accepted orders promptly, but at the latest within 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order can not or only partially be carried out, the consumer receives notice of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract free of charge and is entitled to any compensation.
4. After termination in accordance with the preceding paragraph, Neoderma will immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with Neoderma up to the moment of delivery to the consumer or a representative appointed in advance and notified to Neoderma, unless explicitly agreed otherwise.

#### **Article 14 - Continuing performance contract: duration, termination and extension**

##### *Termination:*

1. The consumer can terminate a contract for an indefinite period of time, which extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed termination arrangements and a notice period of at most one month.
2. The consumer can terminate a fixed-term contract, which extends to the regular delivery of products (including electricity) or services, at any time at the end of the fixed term, with due observance of the agreed termination arrangements and a notice period of at most one month.
3. The consumer may terminate the contracts referred to in the previous paragraphs:
  - at any time and the consumer may not be limited to termination at a specific time or in a specific period of time;
  - at least in the same manner as they have entered into by him;
  - with the same notice period as Neoderma has stipulated for itself.

##### *Extension:*

4. A fixed-term contract, which extends to the regular delivery of products (including electricity) or services, may not be tacitly renewed or renewed for a fixed period.
5. Contrary to the previous paragraph, a fixed-term contract that has been concluded and that extends to the regular delivery of daily newspapers, weeklies and periodicals may be tacitly renewed for a fixed term of no more than three months, if the consumer can terminate this extended contract towards the end of the renewal with a notice of no more than one month.
6. A fixed-term contract that is intended for the regular delivery of products or services may only be tacitly renewed for an indefinite period of time if the consumer is at all times entitled to terminate with a notice of up to one month. The notice period is a maximum of three months if the contract extends to the regular, but less than once a month, delivery of daily, weekly and news newspapers and magazines.

7. A contract of limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial subscriptions or introductory subscriptions) will not be tacitly continued and will automatically end at the end of the trial or introductory period.

*Duration:*

8. If a contract lasts more than one year the consumer may at any time terminate the contract with a notice period of up to one month, unless reasonableness and fairness dictate otherwise before the end of the agreed term.

#### **Article 15 – Payment**

1. Unless otherwise stipulated in the contract or in additional terms and conditions, the amounts owed by the consumer must be paid within 14 days from the start of the cooling-off period, or in the absence of a cooling-off period within 14 days from the conclusion of the contract. In case of a contract for the provision of a service, that period shall begin on the day following the day on which the consumer receives confirmation of the contract.
2. The consumer has the obligation to immediately report any inaccuracies in the payment details provided or stated to Neoderma.
3. If the consumer fails to meet his payment obligation(s) on time, he will owe the statutory interest on the outstanding amount after Neoderma has notified him of the late payment and Neoderma has granted the consumer a term of 14 days to still meet his payment obligations, after the failure to do so within this 14-day term, and Neoderma will be entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the subsequent € 2,500 and 5% on the next € 5,000, = with a minimum of € 40. Neoderma may deviate from the amounts and percentages stated above for the benefit of the consumer.

#### **Article 16 - Complaints procedure**

1. Neoderma has a sufficiently publicised complaints procedure and deals with the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the contract must be fully and clearly described and submitted to Neoderma within a reasonable period after the consumer has discovered the defects.
3. A response to complaints submitted to Neoderma will be provided within a period of 14 days, calculated from the date of receipt. If a complaint requires a foreseeable longer processing time, Neoderma will respond within the period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer must in any case give Neoderma 4 weeks to resolve the complaint in mutual consultation. After this period, the dispute can become subject to dispute settlement.

#### **Article 17 - Personal data**

Neoderma shall comply with its privacy policy when collecting and processing consumer's personal data. Neoderma's privacy policy can be consulted, downloaded and printed via the websites [www.neoderma.com](http://www.neoderma.com), [www.neoderma.eu](http://www.neoderma.eu) . The Customer acknowledges and agrees with the conditions laid down in Neoderma's privacy policy.

#### **Article 18 – Disputes**

Contracts between Neoderma and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law.

#### **Article 19 - Additional or deviating provisions**

Additional provisions or provisions deviating 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 the consumer can store them in an accessible manner on a durable medium.



**Annex I: Model withdrawal form**

**Model withdrawal form**

**(If you wish to withdraw the contract, please fill in this form and send it back to us)**

- **To: Neoderma Amsterdam B.V.**  
**Herengracht 282, 1016 BX Amsterdam**  
<https://help.neoderma.com/hc/en-us/requests/new>
  
- I / We (\*) hereby give notice that I / We (\*) withdraw from my / our (\*) contract relating to the sale of the following goods / provision of the following service (\*)
  
- Ordered on (\*) / received on (\*)
  
- Name(s) of consumer(s)
  
- Address of consumer(s)
  
  
- Signature of consumer(s) (only if this form is notified in writing)

\* Delete what doesn't apply or complete.