

# GENERAL TERMS AND CONDITIONS

## General

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In placing an order at MyPalmShop, you agree to be bound by the general terms and conditions of Gardenpalms Europe BV. Gardenpalms Europe BV reserves the right to periodically change its terms of delivery and payment. We request that you inform us if there are any inaccuracies in the information given to you by MyPalmShop. You should also inform us about any changes and/or inaccuracies in the information you have given to MyPalmShop. All plant prices are including 6% btw, the prices of all the other articles are including 21% btw. All prices are given in euros.

## Delivery

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After your payment has been received by MyPalmShop, the goods that you've ordered will be delivered to you. All goods are usually in stock, however, on occasions where demand is such that we cannot supply immediately, MyPalmShop will inform you about it and will hold your order. If a subsequent delivery eventually is no longer possible, MyPalmShop will inform you about it and your order will be cancelled. In some cases, we will send you a substitute article after having consulted with you. All mentioned delivery times are only an indication and cannot lead to any rights or liabilities. You can check the current status of your order on our 'Track and trace' page. If you have received goods from MyPalmShop that you have not ordered, you should inform MyPalmShop of this as soon as possible.

## Right to cancel

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You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good. To exercise the right to cancel, you must inform us Gardenpalms Europe BV, Beekweg 18, 7887 TN Erica, 00(0)2036300353, info@MyPalmShop.com, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**Effects of cancellation** If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than - (a) 14 days after the day we receive back from you any goods supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract. Not only that, but we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. Furthermore, we may withhold reimbursement until we have received the goods back, or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send

back the goods or hand them over to us or without undue delay, and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## Payment

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To pay for your order, you can use one of the following means of payment: by bank: Dutch customers can use iDeal, a simple and safe way to pay directly online.

Or you can pay us by bank transfer. Our particulars:

Rabobank: Emmen 11555.08.288,

Gardenpalms Europe BV

IBAN: NL18 RABO 0155 5082 88

Swift/BIC: RABONL2U (when paying from abroad, choose shared transaction costs (SHA), this way transactions within Europe are free of charges)

Finally, we can accept payment by PayPal: an internationally recognized, safe and quick way to pay with your credit card.

## Copyright

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## Company information

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