

TERMS & CONDITIONS

By placing an order at *Merivian*, you agree to be bound by the *Terms* of which are incorporated into these Conditions of Sale.

General Terms and Conditions Online Store Version 1.0

Article 1 Definitions

In these General Terms and Conditions the following definitions are applicable:

1. Consideration time: the term during which the buyer can execute the right of withdrawal.
2. Buyer: the consumer, the natural person not dealing on behalf of a company or profession and who comes to a distance agreement with Merivian.
3. Day: calendar day
4. A length transaction: a distance agreement related to a series of products and services of which the delivery obligation and the purchasing are spread over a period of time.
5. Durable Medium: any instrument which enables the recipient or Merivian to store information addressed personally to them in a way accessible to future reference for a period of time adequate to the purpose of the information and which allows the unchanged reproduction of the Information stored.
6. Merivian., the user of these general terms and conditions and the corporation who offers distance products to buyers.
7. Distance Agreement: an agreement based on a corporate organized system of distance sales of products and services including the closing of an agreement using one or more techniques of distant communication.
8. General Terms and Conditions: the general terms and conditions as used by Merivian.
9. Return form the return form that Merivian provides that can be used by a buyer when it wishes to exercise its' right of withdrawal. The return form can be found [here](#).
10. Right of Withdrawal: the possibility for the buyer to terminate the distance agreement within the consideration term.
11. Technique of distant Communication: a means that can be used to close an agreement without the buyer and Merivian have gathered together in the same place and at the same time.

Article 2 Corporate Identity/Entrepreneur

MERIVIAN is a licenced trademark owned by Perceptive Matter;
Leidsestraat 28, 2013XL Haarlem;

Article 3 Relevance

1. These general terms and conditions apply to any offer of Merivian and to every finalized distance agreement between entrepreneur and buyer.
2. Before the distance agreement is concluded, the text of the general terms and conditions is being made available to the buyer. If this is reasonably not possible that before the distance agreement is concluded, it will be indicated that the general terms and conditions can be seen at Merivian and on request of the buyer these general terms and conditions shall be sent to the buyer as soon as possible without extra costs.
3. If the distance agreement is concluded electronically, notwithstanding the previous article and before the distance agreement is concluded, the text of the general terms and conditions can be made available electronically to the buyer in such a way that the text can be saved in a simple way on a durable medium. If this is reasonably not possible that before the distance agreement is concluded it will be indicated where the buyer can find the general terms and conditions electronically and that these conditions/terms at the buyer's request will be sent electronically or otherwise to the buyer without extra cost.
4. For the case that besides these general terms and conditions, specific product and service conditions are also applicable, the second and third article are mutatis and in case of conflicting conditions the buyer can appeal on the relevant conditions which are the most favorable for the buyer.
5. If one or more provisions in these general terms and conditions are at any moment declared wholly or partially void or are nullified, then the agreement and the other provisions of the general terms and conditions will remain in force and the relevant provision will, after mutual agreement, immediately be replaced by a provision that approaches the scope of the original as much as possible.
6. Situations that are not governed by these general terms and conditions will have to be assessed consistent with the spirit of these general terms and conditions.
7. Uncertainties regarding the explanation of one or more provisions of these general terms and conditions shall be explained consistent with the spirit of these general terms and conditions.

Article 4 The Offer

1. If an offer has a limited validity or has other specifications, this will be emphatically mentioned.
2. The offer is non-binding. Merivian is entitled to change and amend the offer.
3. The offer contains a complete and accurate description of the offered products and services. The description is sufficiently detailed to enable a proper buyer's assessment of the products/services. The images used by Merivian are true representations of the products and services. Obvious mistakes and errors do not bind Merivian.

4. All images, specifications and details in the offer are indications and cannot be a cause for compensation or the termination of the agreement.
5. The images of the products as depicted on the website are truthful representations of the products offered. Merivian cannot guarantee that the depicted colors exact match the real colors of the products.
6. Each offer contains such information that it is clear for the buyer which rights and obligations are related to the offer when it is accepted by the buyer. This concerns in particular:
 - o Price inclusive taxes;
 - o Possible costs of delivery;
 - o The manner in which the agreement has been concluded and the necessary signatures;
 - o Whether to apply the right of withdrawal;
 - o The method of payment, delivery and performance of the contract;
 - o The deadline for accepting the offer or the period within which Merivian guarantees the price;
 - o The level of the rate for distance communication if the costs for the usage of the technology for distance communication are calculated on another ground than the regular fare for communication;
 - o If the agreement after the conclusion is archived and if so how to consult it for the buyer;
 - o The manner in which the buyer, before concluding the agreement, can check and if necessary also restore the information provided by hem under the agreement;
 - o Any other languages, including Dutch, for the agreement;
 - o The codes of conduct to which Merivian is subject and the manner in which the buyer can consult electronically the codes of conduct;
 - o The minimum duration of the distance agreement in the event of a length transaction.

Article 5 The Agreement

1. The agreement is finalized, subject to the provisions in paragraph 4, at the moment the buyer accepts the offer and meets the conditions.
2. If the buyer has accepted electronically the offer, Merivian immediately confirms electronically that he has received the acceptance of the offer. As long as Merivian has not confirmed the acceptance, the buyer can terminate the agreement.
3. If the agreement is concluded electronically, Merivian will take appropriate technical and organizational measures to protect the electronic data transfer and that he will ensure a safe web environment. If the buyer can pay electronically, Merivian will observe the necessary security measures.
4. Merivian can notify or check, within the legal framework, if the buyer can meet the payment obligations, and also check all important facts and factors, which are needed to finalize a sound distance agreement. If Merivian based on research, has good reasons not to conclude the agreement then he is entitled to motivate and to refuse an order/ request or he can connect special conditions to the execution of the offer.

5. Merivian shall send the following information with the products or services, written or in such a manner that the buyer can store in an accessible way the data on a durable medium:
 1. The address of the company for the buyer to file complaints;
 2. The conditions and the way how the buyer can execute the right of withdrawal and a clear indication related to the exclusion of the right of withdrawal;
 3. Information about after sales guarantees and services;
 4. Article 4 paragraph 3 unless Merivian has already sent this information before the execution of the agreement;
 5. The requirements for termination of the agreement if the agreement has a duration of one year or more or of if it has an indefinite duration;
6. Every agreement will be entered into under the suspensive condition of sufficient availability of the products concerned.

Article 6 Right of Withdrawal

1. Merivian offers the buyer the possibility to return its purchase within 30 days. This term starts on the day after the buyer receives the product or a pre- designated representative by the buyer made known to Merivian.
2. During the cooling off period the buyer shall treat the product and the package carefully. He shall unpack or use the product only to that extent to as far as it is necessary to judge if he wishes to keep the product. If he does want to execute the right of withdrawal, he shall return the product with all accessories and -if reasonably possible- in the original conditioning and packaging to Merivian., in accordance with the provided reasonable and clear instructions of Merivian.
3. If the buyer wishes to use its' right of withdrawal, the buyer is obliged to notify Merivian hereof within 14 days after the receipt of the product. The notification by the buyer has to be done through the return form. After the buyer has expressed that it wishes to use its' right of withdrawal, the buyer shall send the product back to Merivian within 14 days after the notification. The buyer must prove that the product is returned on time, for example through a proof of shipment.
4. If the buyer has not, within the terms as mentioned above under article 6.2 and 6.3, notified Merivian that it wishes to use its' right of withdrawal resp. has not returned the product to Merivian., the purchase is established.

Article 7 Withdrawal Costs

1. If the buyer executes the right of withdrawal, he will have to pay no more than the costs of returning the product.
2. If the buyer has made a payment, Merivian shall pay back this amount as soon as possible but no later than within 14 days after the repeal or after the return shipment. This only under the condition that the product already has been received by Merivian or conclusive evidence of the complete return shipping can be submitted.

Please note: An exception of the Withdrawal Costs is made for special 'made-to-order' projects and 'pre-order' projects; herein lays the right of Withdrawal of payment until the end of the purchase period. After this date the right of Withdrawal (temporarily) cease to exist, due to the manufacturing of the product. Buyers can only appeal to the Right of Withdrawal within 30 days after the physical receipt of the product, conform Article 6 of this document.

Article 8 Exclusion Right of Withdrawal

1. Merivian can exclude the right of withdrawal of the buyer for as far as foreseen in paragraph 2 and 3. The exclusion of the right of withdrawal applies only if Merivian has clearly mentioned this at least in time before the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for the following products:
 1. Which are established by Merivian according to specifications of the buyer;
 2. That they are clearly personal in nature;
 3. Which cannot be returned because of their nature;
 4. Whose price is bound to fluctuation on the financial market which Merivian has no influence;
 5. For audio and video recordings and computer software of which the buyer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for the following services:
 1. Concerning lodging, transport, restaurants or to spend leisure on a certain date or during a certain period;
 2. Whose delivery has begun with the express consent of the buyer before the consideration period has expired;
 3. Concerning betting and lotteries.

Article 9 Pricing

1. During the validity period mentioned in the offer, the prices of the offered products and services shall not be raised save for price changes due to changing VAT rates.
2. Notwithstanding the previous paragraph Merivian can offer products and services with variable prices when these prices are subject to fluctuations on the financial market and where Merivian has no influence. This bondage to fluctuations and the fact that the mentioned prices are target prices will be mentioned with the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted only if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement only if Merivian has stipulated this and:
 1. These are the result of legal regulations or provisions; or
 2. The buyer has the competence to terminate the agreement from the day the price increase takes effect.
5. The in the offer mentioned prices include VAT.
6. All prices are with reservation of press- and printing errors. For the consequences of press - and printing errors no liability is accepted. In the case of press - and

printing errors the employer is not obliged to deliver the product as the erroneous price.

7. Pricing & Discount Voucher or codes.

Discounts can be applied to Merivian products offered on our online store only. Discount codes or vouchers do not apply to Merivian products sold at third party physical or online stores.

Discount codes or vouchers cannot be used in addition to any other promotion, discount voucher/code or gift card. Merivian reserves the right to refuse the discount voucher or code if felt that the terms and conditions are being breached.

Also, discount vouchers or codes can't be used to deduct prices of products sold under special conditions such as:

1. 'on sale';
 2. 'on pre-order'.
8. Merivian can still issue the price of the product sold in one of the above-mentioned special condition to the customer, if such items have been purchased online with the usage of a discount code or voucher due to technical irregularities, bugs or errors.

Article 10 Conformity and Guarantees

1. Merivian ensures that the products and services measure up to the agreement, ensures the in the offer mentioned specifications, ensures reasonable requirements, soundness and or usefulness and ensures on the date of the establishment the existing legal provisions and/or government regulations. If agreed Merivian also ensures that the product is suitable for other than normal use.
2. A guarantee provided by Merivian., manufacturer or importer does nothing to alter the rights and claims which the buyer under the agreement can put forward against Merivian.
3. Any defects of wrongly delivered products will have to be notified in writing to Merivian within 30 (thirty) days after delivery. The products will have to be returned in their original packaging and in mint condition.
4. The guarantee period as provided by Merivian shall correspond with the manufacturer's guarantee period. Merivian however is never responsible for the ultimate suitability of the products for each individual application by the buyer, nor for any advice as to the use or application of the products.
5. The guarantee does not apply when:
 - o The buyer has repaired and/ or adapted the delivered products himself or had a third party repair and/ or adapt the product;
 - o The delivered products have been exposed to abnormal conditions or otherwise have been handled careless or have been handled contrary to the instructions of Merivian or packaging;

- The imperfection is the result of visible wear and/ or use of the product. This at the discretion of the professionals of Merivian.;
- The imperfection as a whole has occurred due to regulations set by the government regarding the quality of the used materials.

Article 11 Delivery and Execution

1. Merivian shall observe in utmost care the reception and execution of orders of products and when assessing applications for services.
2. The address that has been made known by the buyer to Merivian is considered to be the delivery place.
3. Taking into account what is stated in article 4 of the general terms and conditions, Merivian shall execute the accepted orders expeditiously but not later than within 30 days unless a longer period has been agreed. If the delivery is delayed or if a delivery cannot or partially be executed, the buyer is notified about this no later than 30 days after he placed the order. In that case the buyer has the right to terminate the agreement without any further cost and he is entitled to compensation.
4. All terms for delivery are indications. Merivian will endeavor to meet the terms for delivery as indicated. The buyer cannot, however, derive any rights to any mentioned terms. The exceeding of a delivery term does not entitle the buyer to any form of compensation.
5. In the event of termination in accordance with the previous paragraph Merivian shall pay back the amount that the buyer has paid as soon as possible but no later than 30 days after the termination.
6. If the delivery of an ordered product appears to be impossible, Merivian shall strive to make available a replacement product. At least before the delivery it will be mentioned in a clear and understandable manner that a replacement product will be delivered. The right of withdrawal cannot be ruled out with regard to replacement products. The costs of a possible return shipment come at the expense of Merivian.
7. The risk of damage and/or loss of products rest with Merivian until the moment of delivery at the buyer or a pre-designated and an announced representative to Merivian., unless otherwise expressly agreed. If you receive a damaged product, you should report this by email within three days. You can send this email to: info@Merivian.nl

Article 12 Payments

1. Unless otherwise agreed, the amounts due have to be met by the buyer within 7 days after receipt of the product. In case of an agreement to provide a service the cooling off period starts after the buyer has received the confirmation of the agreement.
2. The buyer has the duty to notify Merivian about inaccuracies in the payment details.
3. In case of default by the buyer Merivian has, subject to legal restrictions, the right to charge the reasonable costs, which are made, known to the buyer in advance.

Article 13 Complaints

1. Merivian features a sufficiently publicized complaints procedure and handles the complaint according to this complaints procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly to Merivian within 7 (seven) days after the buyer has observed the defects.
3. The complaints submitted to Merivian will be answered within a period of 14 (fourteen) days from the day of receipt. If a complaint has a foreseeable longer processing time, Merivian will answer within 14 (fourteen) days an acknowledgement and an indication when the buyer will receive a more detailed answer.
4. A complaint does not suspend the obligations from Merivian., unless Merivian has indicated differently in writing.
5. If Merivian upholds a complaint, Merivian shall at its option decide whether the products shall be free of charge, excluding the shipping costs, replaced or repaired.

Article 14 Disputes

1. Dutch law exclusively applies to agreements between entrepreneur and buyer whereupon these general terms and conditions are related to.
2. The Vienna Sales Convention does not apply.

Article 15 Additional and Different Provisions

1. For the explanation and understanding of the provisions as included in these general terms and conditions, the Dutch version of these general terms and conditions is leading.
2. Also in case this version of the general terms and conditions differs substantively from the Dutch version of the general terms and conditions, then the provisions as included in the Dutch version shall prevail.
3. Additional or different provisions compared to the General terms and conditions may not be to the prejudice of the buyer and should be recorded in writing in such a manner that the buyer can save these in an accessible way on a durable medium.