

General terms and conditions Homecare Innovation BV

1. Applicability

- 1.1 These General Terms and Conditions apply to all offers made by Homecare Innovation BV and to all agreements entered into with Homecare Innovation BV.
- 1.2 In addition to these General Terms and Conditions, Additional Terms and Conditions may apply to certain services and/or products when expressly indicated.
- 1.3 Deviation from the provisions of these General Terms and Conditions is only possible if this has been expressly agreed in writing, in which case the other provisions of these Terms and Conditions shall remain in full force.
- 1.4 If the Buyer also refers to his general terms and conditions, those terms and conditions will not apply unless explicitly agreed to in writing by Homecare Innovation BV.
- 1.5 "Buyer" means any visitor to the website or any natural person or legal entity who is or will be in a contractual relationship of any kind with Homecare Innovation BV.
- 1.6 Homecare Innovation BV reserves the right to amend or supplement these terms and conditions from time to time.
- 1.7 By using the internet site of Homecare Innovation BV and/or placing an order, the Buyer accepts these General Terms and Conditions as well as all rights and obligations as stated on the internet site.
- 1.8 Homecare Innovation BV is entitled to make use of third parties in the execution of an agreement with the Buyer.

2. Offers and conclusion of agreements

- 2.1 Offers or quotations should be regarded as an invitation to potential Buyers to make an offer. Homecare Innovation BV is in no way bound by this, unless this has been laid down in writing and is unambiguous. The acceptance of the invitation to make an offer by the potential Purchaser is considered an offer and only leads to the conclusion of an agreement if the other provisions of this article have been met.
- 2.2 Offers are valid as long as stocks last.
- 2.3 An offer made by the potential Buyer as referred to in Article 2.1 will be deemed to have been made in one of the following circumstances:
 - the potential Buyer has indicated exactly which product and/or service he wishes to receive;
 - the potential Purchaser has entered the data on the appropriate input screen on the website, and the relevant data ("order form") has been sent electronically to Homecare Innovation BV and has been received by Homecare Innovation BV.
- 2.4 An agreement is concluded when an order confirmation has been sent to the Buyer and sent by email to the email address provided by the Buyer.
- 2.5 Buyer and Homecare Innovation BV expressly agree that by using electronic forms of communication a valid agreement is concluded as soon as the condition in articles 2.4 and 2.5 has been met. In particular, the absence of an ordinary signature does not affect the binding force of the offer and its acceptance. The electronic files of Homecare Innovation BV will, as far as the law allows, be regarded as a presumption of proof.
- 2.6 Information, images, announcements made orally, by telephone or by email and statements etc. regarding all offers and the most important characteristics of the products will be provided as accurately as possible so that the products are fully in accordance with the information provided etc... In principle, deviations cannot give rise to compensation and/or dissolution.

2. Prices

- 3.1 All prices are expressed in Euros, in accordance with the relevant legal regulations, and include turnover tax.
- 3.2 Special offers are only valid for the period of validity as stated in that offer. This statement is printed in a leaflet or is mentioned on the internet site relating to that special offer.
- 3.3 The Buyer owes Homecare Innovation BV the Price that Homecare Innovation BV has told it in its confirmation in accordance with article 2.5 of these terms and conditions. Manifest (manipulation) errors in the quotation, such as obvious inaccuracies, can also be corrected by Homecare Innovation BV after the conclusion of the agreement.
- 3.4 Delivery costs are not included in the price. The amount of the delivery costs is stated on the internet site.

4. Payment

- 4.1 Orders placed via the internet site can be paid in the following ways:
 - iDEAL
 - Paying in advance
 - MultiSafepay
 - Bank transfer

Homecare Innovation BV can expand its payment options in the future. Other payment methods will be announced via the internet site.

4.2 If Homecare Innovation BV has agreed on a term of payment, the Buyer will be in default by the mere expiry of this term. Payment terms can only be agreed in writing under conditions to be set and agreed at that time.

4.3 In the event of non-payment or late payment by the Buyer, a reminder procedure will be initiated.

4.4 All judicial and extrajudicial costs of any kind incurred by Homecare Innovation BV as a result of the buyer's failure to fulfil his payment obligations shall also be borne by the buyer.

4.5 In the event of late payment Homecare Innovation BV is entitled to dissolve the agreement with immediate effect or to suspend (further) delivery until the Buyer has fulfilled his payment obligations in full, including the payment of costs.

5. Delivery and delivery time

5.1 Orders are, after payment, delivered as soon as possible. In principle Homecare Innovation BV strives to deliver within 3 working days after payment of the order to the corresponding delivery address. This delivery time is only an indication and is never a deadline. Homecare Innovation BV may provide further information about delivery times on the website or through its offices or otherwise in writing. Such information is of an indicative nature only.

5.2 If a product that is temporarily out of stock is ordered by the Buyer, it will be indicated when the product will be available again. Delays will be reported to the Buyer by email or telephone.

5.3 As soon as the products to be delivered have been delivered to the specified delivery address, the risk where it relates to these products is transferred to the Buyer.

6. Returns and right of withdrawal

6.1 The Buyer is obliged to carefully inspect the products or have them inspected immediately upon receipt. The Buyer can return the item and get his / her money back. For agreements with consumer buyers that have been concluded via the internet site or in any other way in which only electronic communication is used, the consumer buyer has the right to exercise a right of withdrawal without penalty and without stating reasons, within fourteen (14) working days of delivery of the product in question.

The products can be returned to Homecare Innovation BV, Venkelbaan 22, 2908 KE Capelle aan den IJssel. The shipping costs for returns are borne by the Buyer.

6.2 If the consumer-Buyer has made use of the right of withdrawal as stated in the previous paragraph, Homecare Innovation BV will arrange for a refund within 14 days of the amount paid by the consumer-Buyer.

7. Retention of title

7.1 Ownership of the products, notwithstanding the actual delivery, is transferred to the Buyer after the Buyer has already paid, including reimbursement of interest and costs, also for earlier or later deliveries and any work performed or to be performed with regard to the products.

7.2 The Buyer may not tax, sell, resell, dispose of or otherwise encumber the products before ownership thereof has passed.

8. Warranty and liability

8.1 The general conditions of favor apply to products delivered by Homecare Innovation BV.

8.2 Homecare Innovation BV is never obliged to pay any compensation to the buyer or other, unless there is intent or gross negligence on the part of Homecare Innovation BV. Homecare Innovation BV is never liable for consequential or business damage, indirect damage and loss of profit or turnover.

8.3 If Homecare Innovation BV, for whatever reason, is obliged to compensate any damage, the compensation will never exceed an amount equal to the invoice value of the product.

8.4 Despite the constant care and attention Homecare Innovation BV pays to the composition of the website, it is possible that information published on the website is incomplete and/or incorrect.

8.5 The information on the website is regularly updated and/or adjusted. Homecare Innovation BV reserves the right to make any changes with immediate effect and without notice.

8.6 The Buyer is obliged to indemnify Homecare Innovation BV against any claims which third parties may assert against Homecare Innovation BV in connection with the execution of the agreement, insofar as the law does not prevent the relevant damage and costs from being borne by the Buyer.

8.7 It is possible that Homecare Innovation BV includes on its internet site links to other internet sites that may be interesting or informative for the visitor. Such links are purely informative. Homecare Innovation BV is not responsible for the content of the internet site to which reference is made or the use that can be made of it.

9. Force majeure

9.1 In the event of force majeure, Homecare Innovation BV is not obliged to fulfil its obligations towards the Buyer, or the obligation will be suspended for the duration of the force majeure.

9.2 Force majeure shall be understood to mean any circumstance beyond its control, as a result of which the fulfilment of its obligations towards the Buyer is wholly or partially prevented. Such circumstances include, but are not limited to, strikes, fire, business interruptions, energy failures, non-delivery or late delivery by suppliers or other third parties engaged, and the absence of any governmental permit. Force majeure is also understood to mean failures in a (telecommunication) network or connection or used communication systems and/or the unavailability of the internet site at any time.

10 Personal data

10.1 Homecare Innovation BV will only process the Buyer's data in accordance with its privacy policy. The internet site contains a Privacy Statement

10.2 Homecare Innovation BV observes the applicable privacy rules and legislation.

11. Applicable law and competent court

11.1 All offers and agreements are exclusively governed by Dutch law.

11.2 The applicability of the Whose Sales Convention is expressly excluded.

12. Miscellaneous

12.1 Homecare Innovation BV has its registered office in Capelle aan den IJssel, Venkelbaan 22, 2908 KE and is registered under the Chamber of Commerce number 62042556. the VAT identification number is NL854612920 B01. Please send all correspondence regarding an agreement or these terms and conditions to Homecare Innovation BV, Venkelbaan 22, 2908 KE Capelle aan den IJssel or to the e-mail address indicated on the internet site.

12.2 Customer Service (010-2420913) is available for information on working days from 08.30 hrs to 17.00 hrs.

They can also be reached at the e-mail address: info@homecareinnovation.com

12.3 Within 2 working days your e-mails will be answered by the internet customer service. Homecare Innovation BV makes every effort to communicate honestly and sincerely with its customers. Unfortunately we cannot always prevent the misuse of our name by third parties.

Privacy policy

Homecare Innovation BV respects the privacy of its visitors to the website and ensures that all your information is treated with the utmost care and confidentiality. We have drawn up the rules below to guarantee that we will handle this information with care. Homecare Innovation BV uses the collected data for the following purposes: With regard to your order, and in order for your order to run as smoothly as possible, we need your name, e-mail address, delivery address and payment details when placing your order. In case of an emergency we can reach you, for example with a retrieval of products with quality problems.

For solving any financial questions. If you create an account with us, we keep your information secure. In your account we store information such as your name and address, telephone number, e-mail address and delivery and payment details. With an account, you do not have to fill in these details every time you place an order.

By subscribing to the newsletter of Homecare Innovation BV you grant permission to store your personal data and e-mail address. Homecare Innovation BV uses this stored information to inform you about activities in the shop, other offers and to develop web statistics. If you no longer appreciate this, you can always unsubscribe by sending an e-mail to info@homecareinnovation.com. Homecare Innovation BV will never sell your personal information to third parties and will only make it available to third parties that are involved in processing your order and payment. Our employees and third parties engaged by us are obliged to respect the confidentiality of your information.

By collecting this information we would like to make shopping easier and keep you up to date with the products and services we offer. This includes news, events, offers, product launches. We may contact you by post and/or e-mail. Homecare Innovation BV is constantly improving its services, it is possible that we contact you for feedback or for research purposes. Of course we always give you the option how you want to be contacted, even when you do not want to be contacted we will respect this. If you no longer wish us to be able to contact you, you can do so on the following

Indicate Ways:

Click on "unsubscribe" at the bottom of our newsletter

Contact our customer service department at 010-2420913 or info@homecareinnovation.com

Write a letter to Homecare Innovation BV, Venkelbaan 22, 2908 KE Capelle aan den IJssel.

Reviews

If you decide to write a review, you can choose whether to add your name or other personal details. We are curious about the opinions of our visitors, but reserve the right not to publish contributions that do not meet our site conditions.