

# General Terms and Conditions of Maharishi Ayurveda Products Europe B.V. for Retailers

## *Section 1 - Application field*

These general terms apply to the remote agreements of purchase (sale) which are entered into between the private limited liability company Maharishi Ayurveda Products Europe B.V. as seller and a natural person or legal person acting in the discharge of his profession or business as buyer (to be referred to hereinafter as: the buyer). Such an agreement of purchase (sale) with Maharishi Ayurveda Products Europe B.V. shall have been entered into by means of a minimum spending by the buyer of € 25.--.

## *Section 2 - Definitions*

These general terms shall be understood by:

- a. Buyer: any natural person or legal person who acts in the agreements in the discharge of his profession or business;
- b. Remote agreement of purchase (sale): any agreement between Maharishi Ayurveda Products Europe B.V. and a buyer concerning goods which is entered into with the framework of a system by Maharishi Ayurveda Products Europe B.V. for remote selling where, for the purpose of this agreement, use is made exclusively of one or several techniques for remote communications up to and including the entering into of the agreement itself;
- c. Maharishi Ayurveda Products Europe B.V.: the private limited liability company Maharishi Ayurveda Products Europe B.V..

## *Section 3 - Other general terms*

Applicability of any general terms of the buyer is expressly excluded, unless Maharishi Ayurveda Products Europe B.V. and the buyer have agreed otherwise and this has been confirmed by Maharishi Ayurveda Products Europe B.V. in writing.

## *Section 4 - Offers and agreements*

- a. The principal characteristics of the goods offered by Maharishi Ayurveda Products Europe B.V. appear from the Internet site, the catalogue or the price-list of Maharishi Ayurveda Products Europe B.V.. The offers from Maharishi Ayurveda Products Europe B.V. are not binding and shall only constitute an invitation to enter into negotiations.
- b. No rights shall be derived from incorrect statements in the catalogue or the price-list regarding the goods or the price.

## *Section 5 - Terms of payment and shipping costs*

- a. In the event of shipment of goods inside the Netherlands an amount of €5,50 will be charged as shipping costs. In the event of a shipment abroad the actual shipping costs will be charged.
- b. If goods ordered for an amount of at least € 250.-- are shipped inside the Netherlands, Maharishi Ayurveda Products Europe B.V. will not charge shipping costs.
- c. The purchase price for the goods must be paid into the designated bank account of Maharishi Ayurveda Products Europe B.V. within 14 days after delivery.

## *Section 6 - Terms of delivery*

- a. Maharishi Ayurveda Products Europe B.V. will make its best efforts to deliver the goods ordered which are in stock within 1-3 working days. This period is not fixed, but indicative only.
- b. Maharishi Ayurveda Products Europe B.V. has the right to deliver other goods of the same quality and price if the goods ordered are not available within twenty days.

## *Section 7 - Damaged goods*

- a. Any defects or damage to the goods ordered must be reported by the buyer to Maharishi Ayurveda Products Europe B.V. in writing within 7 days after receipt of the goods. After expiration of said period the buyer shall lose any rights and competencies which he had on the ground of the defect.
- b. After the defect has been reported in writing, Maharishi Ayurveda Products Europe B.V. shall have the choice to either replace or report

the product. Maharishi Ayurveda Products Europe B.V. shall have the right to deliver other goods of the same quality and price if the defective goods are no longer available.

- c. Any liability of Maharishi Ayurveda Products Europe B.V. for losses caused as a result of a defect of the goods ordered shall be excluded.

## *Section 8 - Reserve of ownership and settlement*

- a. The goods delivered by Maharishi Ayurveda Products Europe B.V. remain the property of Maharishi Ayurveda Products Europe B.V. until the buyer has correctly and completely fulfilled all (payment) obligations resulting from the agreement. By the payment obligations of the buyer shall also be understood payment of the interest and costs owed as referred to in section 10 of these terms.
- b. The buyer shall not be entitled to set off any amounts which he owes or will owe to Maharishi Ayurveda Products Europe B.V. against any amount which Maharishi Ayurveda Products Europe B.V. owes or will owe to the buyer.

## *Section 9 - Securities*

The buyer shall be obliged to put up, at the first request from Maharishi Ayurveda Products Europe B.V., adequate security for the fulfilment of his obligations. If the buyer fails to comply with the request from Maharishi Ayurveda Products Europe B.V. to put up security, then Maharishi Ayurveda Products Europe B.V. shall be entitled to suspend fulfilment of its obligations resulting from the agreement.

## *Section 10 - Interest and extra judicial costs*

- a. If the buyer fails to timely fulfil his payment obligations as defined in section 5 subsection c of these terms, he shall be obliged to assume and pay in full all extra judicial costs, proceedings costs and costs for legal assistance incurred by Maharishi Ayurveda Products Europe B.V., within any case a minimum of 15% of the amount owed.
- b. After expiration of the payment period - as defined in section 5 subsection c of these terms - the buyer shall owe an interest of 1% per month / part of a month over the outstanding sum principal.

## *Section 11 - Dissolution*

If the buyer does not, not timely or not properly fulfil one or several of his obligations, is declared bankrupt, files a petition for temporary suspense of payment, proceeds with stopping or liquidating his business, offer a compromise, appears to be insolvent or is affected by an attachment, as well as in the event of an Act of God, Maharishi Ayurveda Products Europe B.V. shall be entitled to suspend execution of the agreement or to dissolve all or part of the agreement without any prior notice of default, this at its choice and always maintaining any right to compensation for costs, losses and interest to which it is entitled. In these events any claim which Maharishi Ayurveda Products Europe B.V. has on the buyer shall become immediately and fully payable.

## *Section 12 - Act of God*

An Act of God on the side of Maharishi Ayurveda Products Europe B.V. shall exist if its execution of the agreement is hampered in full or in part, whether or not temporarily, because of circumstances which, reasonably speaking, are beyond its control, strike, lockout, blockade, obstructions of transport and other transport disruptions, accidents, fire, operational breakdowns, excessive absence due to sickness, delayed delivery of goods or services ordered from third parties or cancellation of permits being included therein.

## *Section 13 - Applicable law*

Dutch law shall be applicable to the agreements between the buyer and Maharishi Ayurveda Products Europe B.V.. Disputes concerning an agreement between the buyer and Maharishi Ayurveda Products Europe B.V. shall be submitted to the judgement of a competent Dutch judge.

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