

Humaniversity Products: Terms and Conditions of Sale

About these Terms and Conditions

1. Introduction

This website is owned and operated by Stichting Humaniversity: our particulars and contact details are set out below. These terms and conditions govern the sale and purchase of Humaniversity Products by all methods including especially purchases made through the web shop on our website.

The purchase and sale of products by website, email and telephone is often referred to by law as a 'distance contract' because when you purchase products at a distance, you cannot inspect them physically before you buy in the same way that you can in a shop. For distance contracts, the law provides consumers with special protections, rights and obligations.

You will be asked to give your express agreement to these terms and conditions before you place an order for any product on our website. The sale of Humaniversity Products will be made only to the ordinary individual consumer or household and in quantities normally associated with the needs of individuals or households. Sales through our website will not be made to other businesses or in bulk quantities. If you are under 18 you may only purchase Humaniversity Products with the involvement of a parent or guardian. The sale of Humaniversity Services is governed by a separate set of terms and conditions. The creation of separate terms and conditions for Humaniversity Products and for Humaniversity Services is purely for administrative convenience and does not imply or create any limitation of your rights as a consumer at law.

2. Interpretation

In these terms and conditions:

we means Stichting Humaniversity and **us**, and **our** should be construed accordingly.

you means our customer or prospective customer, and **your** should be construed accordingly.

Humaniversity Products and **products** means physical and digital products including music, books, clothing and other merchandise offered for sale by Humaniversity.

Humaniversity Service and **service** means service(s) offered by us including events, workshops, programs and trainings, in which the purchaser will participate, for which a ticket, reservation, registration, or right of attendance is offered for sale on our website or in our written publications;

Purchase Contract means a contract that is made for the purchase of a Humaniversity Product;

distance contract means any Purchase Contract concluded between Humaniversity and you for the purchase and sale of Humaniversity Products that, partly or completely, uses distance communications including but not limited to mail, email, internet, telephone or website;

Cancellation Period means the period within which you can make use of your right of cancellation. In the law relating to consumers, this is sometimes called the 'cooling off' period;

right of cancellation means the possibility for you to cancel a distance contract within the Cancellation Period;

Notice of Cancellation Form means the form used to communicate your right of cancellation that is included in Appendix I of these terms and conditions.

digital content means data that are produced and supplied in digital form;

durable medium means every method - including emails - that enables you or Humaniversity to store information 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;

force majeure event means an event that is, or a series of related events that are, beyond our reasonable control.

3. Applicability

These terms and conditions do not limit or affect any statutory rights you may have as a consumer under legislation applicable to the sale of products in the Netherlands. If there is any inconsistency between these terms and conditions and the law then the law of the Netherlands shall apply.

In some cases, special product terms and conditions may apply to a Humaniversity Product in addition to these general terms and conditions; in such cases, wherever the special and the general terms and conditions are incompatible with each other, the special terms and conditions shall apply.

4. Accessibility

If the distance contract is concluded electronically (e.g. through our website or by email), then before the distance contract is concluded, you will be provided with the text of these general terms and conditions electronically, in such a way that you can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, we will indicate where the general terms and conditions can be inspected electronically and that at your request they will be sent to you free of charge, either electronically or in some other way.

If the distance contract is not concluded electronically (e.g. by telephone), the text of these general terms and conditions will be made available to you before the distance contract is concluded. If this is not reasonably possible, we will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at our premises or that they will be sent free of charge to you, as quickly as possible, at your request.

Purchasing Humaniversity Products

5. Summary of the Purchase Procedure

The purchase of a Humaniversity Product involves three steps: (1) Ordering your Humaniversity Product; (2) Order Confirmation; (3) Shipping and Delivery.

6. Step 1- Ordering Your Humaniversity Product

To order a Humaniversity Product through our website, the following steps must be taken:

If you want to register your order you must click 'ADD TO CART' in relation to your chosen product; your order is then recorded on a web page called 'SHOPPING CART'; if you are eligible for any Coupon or Gift Voucher you can enter the relevant information or code number at this point so that this will be recognised in the calculation of the purchase price of your product; if you wish, you may then continue shopping and add additional products to the cart; when you wish to proceed with the purchase of the product(s) you have added to the cart, select 'CHECKOUT'; if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; you must then select your preferred address and method of delivery; you will have the opportunity to review all the details of your purchase including price, taxes and costs and to identify and correct input errors prior to making your purchase; once you are logged in and you are satisfied with all the details concerning your intended purchase you will be asked (a) to tick a box indicating to your consent to these terms and conditions and (b) to click 'PAYMENT'; when you do this you will receive instructions on how to make payment; if you choose to pay by credit card or by the IDEAL payment system, you will be transferred to our payment service provider's website and our payment service provider will handle your payment process. When you have completed the payment process, you will receive an on-screen message with the title 'THANK YOU FOR YOUR ORDER.

7. Step 2 -Order Confirmation

Once you have completed the order process, you will receive an automated email headed 'HUMANIVERSITY- ORDER' bearing your unique order number and confirming receipt of your order; this is your order confirmation. If for any reason we are unable to meet your order, we will confirm by email that we are unable to meet your order.

When we send you the HUMANIVERSITY- ORDER Email, we will provide you with the following information, in writing, or in such a way that you can store it on an accessible durable medium: (a) the office address of our business location where you can lodge complaints; (b) the conditions under which you can make use of the right of cancellation and the method for doing so, or a clear statement relating to preclusion from the right of cancellation; (c) the price, including all taxes on the product, service or digital content; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing the distance contract; (d) the requirements for terminating the contract, if the duration of the contract exceeds one year or if it is indefinite; (e) if you have a right of cancellation, the model form for right of cancellation. This information will also be available to you in the My Account area of our website.

8. Step 3- Shipping and Delivery

We will take the greatest possible care when receiving and implementing orders for products. The place of delivery is deemed to be the address that you make known to us. We will make every reasonable effort to implement accepted orders with efficient expedition, though at the latest within 14 days, unless a different period of delivery has been agreed.

When we ship the product(s) you have ordered we will send you an 'ORDER-SHIPPED' E-mail confirming that the product has been sent to you.

9. Communication between Us and You

You consent to receive information electronically about your order, payment and Purchase Contract. A record of your orders and payments is available in the My Account area of the website. You can print these documents direct from the website if you require a paper record. We will take suitable technical and organizational measures to secure the electronic transfer of data and every reasonable effort to ensure a safe web environment.

10. Products

We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

11. Prices

Our prices are quoted on our website. We will from time to time change the prices quoted on our website, but this will not affect Purchase Contracts that have previously come into force. All amounts stated on our website are inclusive of VAT and any other government taxes that may apply from time to time. It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the Purchase Contract comes into force. In addition to the price of the products, you may have to pay a postal or delivery charge, which will be notified to you before the Purchase Contract comes into force.

12. Payments

You must, during the checkout process, arrange payment for the products you order at the prices specified. Payments may be made by any of the permitted methods specified on our website. If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the Purchase Contract operating between us.

We may obtain information – within statutory frameworks – about your ability to fulfill your payment obligations, as well as about facts and factors that are important for the responsible conclusion of the Purchase Contract. If that research gives us proper grounds for declining to conclude the Purchase Contract, then we have a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.

If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request: (a) an amount equal to the amount of the charge-back; (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer); (c) an administration fee of €25 including VAT; and (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this clause (including without limitation legal fees and debt collection fees), and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this clause.

Creation of Contract

13. Your Purchase Contract

Your purchase order is an offer to us to buy the Humaniversity Product(s) specified in your order. A Purchase Contract will come into force between you and us when and only when we accept your offer to purchase. The Order Confirmation E-mail you receive from us after placing your order is an acknowledgement only that we have received your order and does not confirm our acceptance of your offer to buy the product(s) ordered. We only accept your offer, and conclude a Purchase Contract for the product ordered by you, when we send the product to you and send you the ORDER-SHIPPED E-mail. The date of the Purchase Contract is the date of the ORDER-SHIPPED email.

If you order multiple products and these are shipped in more than one package, you may receive a separate ORDER-SHIPPED E-mail for each package. Each ORDER-SHIPPED E-mail will conclude a separate Purchase Contract between us for the product specified in that ORDER-SHIPPED E-mail.

Cancellation of the Contract

14. Cancellation of Order before Contract

Without affecting your right of cancellation set out below, you can cancel your order for a product at no cost any time before we send you the ORDER-SHIPPPED E-mail. This right to cancel does not apply to certain categories of products and services, including digital products or software which are not supplied in a physical format (e.g. on a CD or DVD), once download or use (whichever is earlier) has begun.

15. Your Right of Cancellation during the Cancellation Period

Unless paragraph 17 applies, you can cancel your order and dissolve your Purchase Contract at any time during the Cancellation Period without giving any reason. The Cancellation Period begins on the date on which you or a third party indicated by you (other than the carrier) receives the product purchased (or last product, if it relates to multiple products delivered separately) or, in the case of services or digital content not supplied in a durable medium such as a CD or DVD, on the date of the Purchase Contract; the Cancellation Period ends 14 days after it begins.

16. Communicating your Cancellation during the Cancellation Period

You must inform us of your decision to cancel your order. You may submit your request by logging into the My Account section of the website and clicking the CANCEL or RETURN icon next to the product order you wish to cancel and then completing the Notice of Cancellation or Return Form indicated in that section; or by contacting us ([click here](#)) and making a clear unambiguous declaration of your intention to cancel using the Notice of Cancellation Form in Appendix 1. To meet the cancellation deadline, it is sufficient for you to send your communication before the 14 days' Cancellation Period has expired. The risk and the burden of proof for exercising the right of cancellation correctly and in time rest upon you.

17. Exceptions to your Right of Cancellation

Your right of cancellation does not apply to: (a) the delivery of sealed audio or video recordings if unsealed by you after delivery; (b) the supply of goods made to your specifications or clearly personalized; (c) the supply of goods which may deteriorate or expire rapidly; (d) the supply of digital content (including apps, digital software, eBooks, MP3, etc.) which is not supplied on a tangible medium (such as a CD or DVD) if you accepted when you placed your order that we could start to deliver it, and that you could not cancel it once delivery had started.

18. Your obligations during the Cancellation Period

During the Cancellation Period, you shall treat the product and its packaging with care. You shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. You may only handle and inspect the product in the same way that you would be allowed in a shop. You may be liable if the value of the goods returned diminishes due to the handling of the products (except when it was necessary to establish the nature, characteristics and functioning of the goods). You are not liable for the product's devaluation if we did not provide you with all the statutorily obligatory information about the right of cancellation before the Purchase Contract was concluded.

You shall bear no costs for the entire or partial supply of digital content that is not supplied on a material medium, if: (a) prior to delivery, you did not explicitly agree to commencing fulfilment of the Purchase Contract before the end of the period of cancellation; (b) you did not acknowledge having lost your right of cancellation upon granting your permission; or (c) we neglected to confirm this statement made by you.

19. Returning a Product

Note that you must send back the product by following the instructions available on our Return of Products page ([click here](#)), no later than 14 days from the day on which you communicate your cancellation. The product should be returned together with all relevant accessories and as far as possible in its original state and packaging. You will have to bear the direct cost of returning the product.

20. Cancellation and Refund due to delay

If it comes to our knowledge that delivery of a product suffers a delay, or if the delivery cannot be implemented, or only partially, you will be informed about this at the latest 14 days after the order was placed. In this case, you have a right to cancel the Purchase Contract free of charge and any other compensation provided by law. Following cancellation, in accordance with this paragraph, we will refund you immediately the sum you have paid. The risk of damage and/or loss of products rests upon us up to the moment of delivery to you or a representative previously designated by you and announced to us, unless this has explicitly been agreed otherwise.

21. Refund procedure in a case of Cancellation

When you submit your Notice of Cancellation or Return with us via the My Account section of the website by clicking the CANCEL or RETURN icon and filling out the Notice of Cancellation or Return form, your request will be recorded in your My Account section and we will be notified. We will send you an e-mail confirming, or otherwise, agreement that your decision to cancel satisfies the legal criteria and if so then we will refund all payments received from you for the product(s) purchased, no later than 14 days from the day on which we received the above communication. We

may withhold a refund until we have received the product(s) back or you have supplied evidence of having sent back the product(s), whichever is the earliest. We will as far as possible, use the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. In any event, you will not incur any fees as a result of such refund.

22. Cancellation by Us

We may cancel a Purchase Contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.

We may cancel a Purchase Contract under these terms and conditions immediately, by giving you written Notice of Cancellation, if: (a) you fail to pay, on time and in full, any amount due to us under the Purchase Contract; or (b) you commit any breach of the terms of the Purchase Contract.

Warranties, Undertakings & Representations

23. Information about Products

If a product is subject to a limited period of validity or is made subject to conditions, this will be explained on our website. We undertake to provide a complete and accurate description of the products, digital content and/or services being offered for purchase. We will ensure the description is sufficiently detailed to enable you to make a proper assessment of the product. If we make use of illustrations, these will be a true representation of the products being offered. We are not bound by obvious errors or mistakes in the website. We will make every effort to make it clear to you what rights and obligations are related to the purchase of a product.

24. Statutory and regulatory disclosures

We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference. These terms and conditions are available in the English language only.

25. Warranties and representations

You warrant and represent to us that: (a) you have full authority, power and capacity to agree to these terms and conditions and to enter into a binding contract; (b) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and (c) you will be able to take delivery of the products in accordance with these terms and conditions and the shipping terms and conditions displayed on our website.

We warrant to you that: (a) we have the right to sell the products that you buy; (b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions; (c) you shall enjoy quiet possession of the products you buy, except as specified in these

terms and conditions; (d) the products you buy will correspond to any description published on our website; and (e) the products you buy will be of satisfactory quality.

All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to paragraph 3, all other warranties and representations are expressly excluded.

26. Breach of Warranty

If you believe that products you have purchased from us breach any of our warranties herein, please contact us to discuss the issue and arrangements for the return of the products. If products you purchase from us do not conform to our warranties set out herein, then you will be entitled to a refund of all amounts paid in respect of those products. Alternatively and subject to availability, we may agree to supply you with replacement products, in which case we will pay the cost of delivering those replacement products to you. In either case we will reimburse you for your reasonable expenses incurred in returning the products to us.

If you return a product in contravention of these terms and conditions, and you do not have any other legal right to a refund or exchange in respect of that product: (a) we will not refund the purchase price or exchange the product; (b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and (c) if we do not receive payment of such additional amount within 14 days of issuing a request for payment, we may destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.

27. Limitation of Liability

We will not be responsible for (a) losses that were not caused by any breach on our part, or (b) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (c) any indirect or consequential losses that were not foreseeable to both you and us when the Purchase Contract for the sale of products by us to you was formed.

The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or willful misconduct.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your right to have the products sent to you within a reasonable time. If the delay occurs before the products are shipped, we will not charge you for the products until they are shipped and you may cancel your order at any time prior to shipping.

You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a not-for-profit entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions or the provision of any product. This will not, of course, limit or exclude the liability of Stichting Humaniversity itself for the acts and omissions of our officers and employees.

Our aggregate liability to you in respect of any Purchase Contract under these terms and conditions shall not exceed the greater of:

(a) €100.00; and

(b) the total amount paid and payable to us under the Purchase Contract.

28. Customs & Government Taxes

When ordering products from us for delivery outside of the EU you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from us, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products. Your privacy is important to us and we would like our international customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

29. Complaints Procedure

We provide for a complaints procedure, the full details of which are published on our website (Complaints Procedure- [click here](#)) and any complaint in relation to the purchase of products will be dealt with in accordance with this Complaints Procedure. If you have any complaint about the implementation of your Purchase Contract you must submit your complaint to us without delay, together with a full and clear description. A reply to complaints submitted to us will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then we will reply within 14 days, confirming receipt of your complaint and indicating when you can expect a more elaborate reply. You agree to allow us a time period of at least 4 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to formal resolution by either the Complaints Committee or an Independent Complaints Mediator in accordance with the procedure set out in the Complaints Procedure.

Other Aspects of the Contract

30. Scope

Subject to any rights you may have at law, these terms and conditions together with and any special terms and conditions that may apply for particular products (together with our delivery terms and our returns terms) shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

These terms and conditions shall not constitute or effect any assignment or licence of any intellectual property rights. These terms and conditions shall not govern the licensing of works (including software and literary works) comprised or stored in products.

31. Variation

We may revise these terms and conditions from time to time by publishing a new version on our website. A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision. If any of these terms and conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

32. Third party rights and Assignments

A Purchase Contract under these terms and conditions is for your benefit and our benefit, and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under a Purchase Contract under these terms and conditions is not subject to the consent of any third party.

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

33. No waivers

No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach. If you breach these terms and conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms and conditions.

34. Applicable Law for Disputes

A contract under these terms and conditions shall be governed by and construed in accordance with the law of the Netherlands. Any disputes relating to a contract under these terms and conditions shall be subject to the jurisdiction of the courts of the Netherlands.

35. About Humaniversity

Stichting Humaniversity is an organisation registered in accordance with the law of the Netherlands. Our particulars are as follows:

Registration: This website and the web shop operated on it is owned and operated by Stichting Humaniversity. We are registered at the Chamber of Commerce, Alkmaar, Netherlands under Registration Number KvK 41150542. Our VAT number is NL VAT 0062.05.884.B01. We are accredited by C.R.K.B.O. Netherlands.

Contact: Our registered office and principal place of business is at:

Dr. Wiardi Beckmanlaan 4, 1931 BW, Egmond aan Zee, The Netherlands.

You can contact us by:

writing to the address given above; by using our website contact form: www.humaniversity.com; by sending an email to info@humaniversity.nl or by telephone on: +31-(0)725064114.

Appendix I: Model form for Notice of Cancellation

(This form should only be completed and returned if you want to cancel the contract)

To:

Stichting Humaniversity

Dr. Wiardi Beckmanlaan 4, 1931 BW Egmond aan Zee, Netherlands

E-mail address: info@humaniversity.nl

I herewith inform you that, in respect of my contract regarding the sale of the following products: [description of the product]

or the delivery of the following digital content: [description of the digital content]

received on(insert relevant date)

I exercise my right of cancellation.

Your name:

Your address:

Your signature: (if this form is submitted on paper)