

# Terms and Conditions Treewise

## Terms and Conditions

### Index:

Article 1 - Definitions

Article 2 - Identity of the entrepreneur

Article 3 - Applicability

Article 4 - The offer

Article 5 - The agreement

Article 6 - Right of withdrawal

Article 7 - Obligations of the consumer during the reflection period

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

Article 9 - Obligations of the entrepreneur upon withdrawal

Article 10 - Exclusion right of withdrawal

Article 11 - The price

Article 12 - Compliance and extra guarantee

Article 13 - Delivery and execution

Article 14 - Duration transactions: duration, cancellation and renewal

Article 15 - Payment

Article 16 - Complaints procedure

Article 17 - Disputes

Article 18 - Additional or deviating provisions

## Article 1 - Definitions

In these terms and conditions:

1. **Supplementary agreement** : an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are delivered by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. **Reflection period** : the period within which the consumer can make use of his right of withdrawal;
3. **Consumer** : the natural person who is not acting for purposes related to his trade, business, craft or profession;
4. **Day** : calendar day;
5. **Digital content** : data produced and delivered in digital form;
6. **Duration contract** : an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;
7. **Right of withdrawal** : the option of the consumer to waive the distance contract within the cooling-off period;
8. **Entrepreneur** : the natural or legal person who offers products, (access to) digital content and/or services to consumers at a distance;
9. **Distance contract**: an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for the distance sale of products, digital content and/or services, whereby exclusive or partial use is made up to and including the conclusion of the agreement. becomes of one or more distance communication techniques;

## Article 2 - Identity of the entrepreneur

Treewise / Anthony Bal (natural person)

Address: Pol de Montstraat 2/1, 2020 Antwerp, BELGIUM

Phone number: 0032477585361

E-mail address: [anthony@treewise.be](mailto:anthony@treewise.be)

Company number: BE 0755.878.141

## Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, the entrepreneur will indicate how the general terms and conditions can be viewed and that they will be sent free of charge as soon as possible at the request of the consumer.

## Terms and Conditions Treewise

3. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second paragraph applies mutatis mutandis and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting terms and conditions.

### **Article 4 - The offer**

1. If a product or service has a limited period of validity or is subject to conditions, this will be explicitly stated.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

### **Article 5 - The agreement**

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the consumer of the offer and compliance with the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures. More information about this can be found in the Privacy Policy.
4. Within legal frameworks, the entrepreneur can inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons, or to attach special conditions to the implementation.
5. At the latest upon delivery of the product, service or digital content to the consumer, the entrepreneur will send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
  - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
  - b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about warranties and existing after-sales service;
  - d. the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

### **Article 6 - Right of withdrawal**

#### *For products:*

1. The consumer can dissolve an agreement regarding the purchase of a product during a cooling-off period of 30 days without giving reasons. The entrepreneur may ask the consumer about the reason for the withdrawal, but not oblige him to state his reason(s).
2. The cooling-off period referred to in paragraph 1 commences on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:
  - a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with different delivery times.
  - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part;

## Terms and Conditions Treewise

- c. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

*For services and digital content that is not supplied on a material carrier:*

3. The consumer can dissolve a service contract and a contract for the delivery of digital content that has not been delivered on a tangible medium during 30 days without giving reasons. The entrepreneur may ask the consumer about the reason for the withdrawal, but not oblige him to state his reason(s).
4. The cooling-off period referred to in paragraph 3 commences on the day following the conclusion of the agreement.

*Extended cooling-off period for products, services and digital content that is not supplied on a material carrier if information is not provided about the right of withdrawal:*

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the cooling-off period will expire twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months after the commencement date of the original cooling-off period, the cooling-off period will expire 14 days after the day on which the consumer received that information.

### **Article 7 - Obligations of the consumer during the reflection period**

1. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for any reduction in the value of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

### **Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof**

1. If the consumer makes use of his right of withdrawal, he will report this within the cooling-off period by contacting the entrepreneur by telephone or email.
2. As soon as possible, but within 30 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for returning the goods.
6. The consumer does not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium, if:
  - a. prior to delivery, he has not expressly agreed to commencing fulfillment of the agreement before the end of the cooling-off period;
  - b. he has not acknowledged losing his right of withdrawal when giving his consent; or
  - c. the entrepreneur has failed to confirm this statement from the consumer.
7. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

### **Article 9 - Obligations of the entrepreneur upon withdrawal**

1. If the entrepreneur makes the notification of withdrawal by the consumer electronically possible, he will immediately send a confirmation of receipt after receipt of this notification.

## Terms and Conditions Treewise

2. The entrepreneur reimburses all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product. Unless the entrepreneur offers to collect the product himself, he may wait with paying back until he has received the product or until the consumer demonstrates that he has returned the product, whichever is the earlier.
3. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

### **Article 10 - Exclusion right of withdrawal**

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Service agreements, but only if:
  - a. the time and place of performance had already been agreed between the entrepreneur and the consumer; and
  - b. the consumer has not respected the time indications for cancellation (as stipulated in art. 13).
2. Package travel and passenger transport contracts;
3. Service agreements for the provision of accommodation, if the agreement provides for a specific date or period of performance and other than for residential purposes, goods transport, car rental services and catering;
4. Agreements relating to leisure activities, if the agreement provides for a specific date or period for its implementation;
5. Products manufactured according to consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
6. Products that spoil quickly or have a limited shelf life;
7. Sealed products that are not suitable to be returned for reasons of health protection or hygiene and of which the seal has been broken after delivery;
8. Products that are irrevocably mixed with other products after delivery due to their nature;
9. Alcoholic beverages, the price of which was agreed when the agreement was concluded, but the delivery of which can only take place after 30 days, and the actual value of which depends on fluctuations in the market over which the entrepreneur has no influence;
10. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
11. The delivery of digital content other than on a tangible medium, but only if:
  - a. the performance has begun with the express prior consent of the consumer; and
  - b. the consumer has stated that he thereby loses his right of withdrawal.

### **Article 11 - The price**

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. The prices stated in the offer of products or services include VAT.

### **Article 12 - Compliance with the agreement and extra guarantee**

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions existing on the date of the conclusion of the agreement and /or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement if the entrepreneur has failed to fulfill his part of the agreement.
3. An additional guarantee is understood to mean any obligation of the entrepreneur, his supplier, importer or producer in which he assigns certain rights or claims to the consumer that go beyond what he is legally obliged to do in the event that he has failed to fulfill his part of the agreement. .

### **Article 13 - Delivery, execution and cancellation**

## Terms and Conditions Treewise

### *Delivery:*

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but no later than 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount that the consumer has paid.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

### *Execution and cancellation:*

6. When performing a forest bathing or other wellbeing activity as a service linked to a (whether or not digital) gift voucher as offered by the entrepreneur, the time and place of the activity are determined in consultation between the entrepreneur and the consumer before the activity takes place. The entrepreneur will always strive for the most suitable time and location for the consumer. However, there are no binding terms in this respect until the place and location have been confirmed in writing by both parties.
7. Cancellation conditions apply to the implementation of forest bathing or other well-being services in the open air. As a general provision, the following applies:
  - c. in the event of cancellation of the activity by the consumer, a minimum term of 48 hours applies before the agreed commencement of the activity in which the consumer informs the entrepreneur of the cancellation;
  - d. if this term is respected, the activity can be moved to another time free of charge (with due observance of the conditions in paragraph 6);
  - e. if this term is not respected, the activity can be moved to another time (with due observance of the conditions in paragraph 6) subject to payment of an allowance of 50% of the purchase price;
  - f. if this term is not respected and if the activity is not moved to another time desired by the consumer (and with due observance of the conditions in paragraph 6), the service will expire without the right of withdrawal or refunds of any kind;
  - g. the entrepreneur can deviate from these provisions in cases of force majeure demonstrable by the consumer;
  - h. weather conditions at the time of the activity do not affect the cancellation conditions, with the exception of stormy weather or other weather conditions that could endanger the physical safety of the consumer. The entrepreneur will always take into account the weather forecasts when carrying out the activity and cancel the activity if necessary. The entrepreneur will then inform the consumer of this in good time. In such a case, the consumer is entitled to rescheduling the activity to another time free of charge.

## **Article 14 - Duration transactions: duration, cancellation and renewal**

### *Cancellation:*

1. The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products or services, at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate an agreement that has been entered into for a definite period and that extends to the regular delivery of products or services, at any time towards the end of the fixed term, with due observance of the agreed cancellation rules and a notice period of no more than one month.
3. The consumer can use the agreements referred to in the previous paragraphs:
  - cancel at any time and not be limited to cancellation at a specific time or in a specific period;
  - at least cancel in the same way as they have been entered into by him;
  - always cancel with the same notice period as the entrepreneur has stipulated for himself.

## Terms and Conditions Treewise

### *Extension:*

4. An agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed term.

### *Expensive:*

5. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed term.

### **Article 15 - Payment**

1. Unless otherwise stipulated in the agreement or additional terms and conditions, the amounts owed by the consumer must be paid within 14 days after the reflection period commences, or in the absence of a reflection period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period commences on the day after the consumer has received confirmation of the agreement.
2. When selling products to consumers, the consumer may never be obliged to pay more than 50% in advance in the general terms and conditions. When advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.
3. The consumer is obliged to immediately report inaccuracies in payment details provided or stated to the entrepreneur.
4. If the consumer does not meet his payment obligation(s) in time, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, after the If payment is not made within this 14-day period, the statutory interest will be due on the amount still due and the entrepreneur will be entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% of the outstanding amount. The entrepreneur can deviate from the stated amounts and percentages in favor of the consumer.

### **Article 16 - Complaints procedure**

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects. This can be done by post or by email.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint in mutual consultation. After this period, a dispute arises that is subject to the dispute settlement procedure.

### **Article 17 - Disputes**

1. Only Belgian law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

### **Article 18 - Additional or deviating provisions**

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.