

GENERAL TERMS AND CONDITIONS

Definitions

In these General Terms and Conditions the following terms shall have the following meanings, except where stated otherwise:

Consumer: the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities;

Day: calendar day;

Digital Content: data produced and delivered in digital form;

Distance Contract: a contract concluded by Gorilla Food and the Consumer within the scope of an organized system for distance selling products, Digital Content and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;

Reflection Period: the period during which the Consumer may use his right of withdrawal;

Sustainable Data Carrier: any means, including email, that allow the Consumer or Gorilla Food to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible;

Standard Form for Withdrawal: the European standard form for withdrawal included in Appendix;

Gorilla Food the company Gorilla Food B.V., located at Kramerstraat 30, in Groningen and registered with the Trade Register of the Dutch Chamber of Commerce under number 81766408; and

Website: name of the website of Gorilla Food, being <https://www.gorillafood.nl>.

Applicability

1. These General Terms and Conditions apply to any offer from Gorilla Food and to any Distance Contract concluded by Gorilla Food and the Consumer.
2. Before concluding a Distance Contract, the text of these General Terms and Conditions shall be made available to the Consumer by electronic means in such a way that the Consumer can store it in an accessible manner on a Sustainable Data Carrier. If this is reasonably impossible, Gorilla Food shall indicate in what way the General Terms and Conditions can be inspected and that they will be sent if so requested by electronic means or otherwise without charge, before the Distance Contract is concluded.
3. In the event that specific product or service conditions apply in addition to these General Terms and Conditions, the second paragraph of this Article shall apply accordingly, and in the event of contradictory terms and conditions, the Consumer may always appeal to the applicable provision that is most favourable to him/her.

The offer

1. Obvious errors or mistakes in the offer are not binding for Gorilla Food.
2. All offers contain such information that it is clear to the Consumer what rights and obligations are attached to accepting the offer.

The contract

1. The contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.
2. If the Consumer accepted the offer via electronic means, Gorilla Food shall promptly confirm receipt of having accepted the offer via electronic means.

Right of withdrawal

1. The Consumer can repudiate a purchase contract for a product without giving reasons for a Reflection Period of 14 days.

2. The Reflection Period referred to in paragraph 1 of this Article starts on the Day the product is received by the Consumer or by a third party appointed by him in advance and who is not the carrier, or:
 - a. if the Consumer ordered several products in the same order: the Day on which the Consumer or a third party appointed by him received the last product. Gorilla Food may refuse an order of several products with different delivery dates provided that it clearly informs the Consumer prior to the order process, or
 - b. in case the delivery of a product consists of several batches or parts: the Day on which the Consumer or a third party appointed by him received the last batch or the last part, or
 - c. in case of an agreement about regular delivery of products during a given period: the Day on which the Consumer or a third party appointed by him received the first product.
3. The Consumer can terminate an agreement for services or an agreement for delivery of Digital Content that is not delivered on a physical carrier without giving reasons during 14 days.
4. The Reflection Period referred to in Article 3 starts on the Day following the conclusion of the agreement.

Consumer's obligations during the Reflection Period

1. During this period, the Consumer shall handle the product and the packaging with care. The Consumer shall only unpack or use the product to the extent necessary for establishing the nature, the characteristics and the effect of the product. The guiding principle is that the Consumer may only handle and inspect the product in the manner in which one is allowed to handle a product in a shop.
2. The Consumer is liable for the decrease in value of the product that is caused by the way of handling the product which went further than allowed in paragraph 1 of this Article.

Exercising the consumer's right of withdrawal

1. If the Consumer exercises his right of withdrawal he shall notify Gorilla Food unambiguously with the Standard Form for Withdrawal within the Reflection Period.
2. The Consumer shall return the product or deliver it to (the authorized representative of) Gorilla Food as soon as possible but within 14 Days. This need not be done if Gorilla Food offered to collect the product himself. The Consumer observed the period of returning the product in any event if the product is returned before the expiration of the Reflection Period.
3. The Consumer shall return the product with all delivered accessories and if reasonably possible in the original state and packing and in conformity with reasonable and clear instructions given by Gorilla Food.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the Consumer.
5. The Consumer shall bear the direct costs of returning the product.
6. If performance of the service has been started during the Reflection Period, the Consumer shall pay Gorilla Food an amount that is equal to the part of the obligation already performed at the time of withdrawal as compared with the full compliance of the obligation.

Obligations of Gorilla Food in case of withdrawal

1. If Gorilla Food makes the notification of withdrawal by electronic means possible, he shall promptly send a return receipt.
2. Gorilla Food shall reimburse all payments made by the Consumer, including any delivery costs that Gorilla Food may charge for the returned product, as soon as possible but within 14 Days following the Day on which the Consumer notified him of the withdrawal. Unless Gorilla Food offers to collect the product himself, he can wait with paying back until having received the product or until the Consumer proved that he returned the product, whichever occurs first.
3. Gorilla Food shall make use of the same means of payment that the Consumer used, unless the Consumer consents to another method. The reimbursement is free of charge for the Consumer.
4. If the Consumer opted for a more expensive method of delivery instead of the cheapest standard delivery, Gorilla Food need not reimburse the additional costs for the more expensive method.

Pricing

1. The prices of the products and/or services provided shall not be raised during the validity period given in the offer, subject to changes in price due to changes in VAT rates.
2. Contrary to paragraph 1 of this Article, Gorilla Food may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the control of Gorilla Food, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.
3. Price increases within 3 months after concluding the contract are permitted only if they are the result of new legislation.
4. Price increases from 3 months after concluding the contract are permitted only if Gorilla Food has stipulated it and
 - a. they are the result of legal regulations or stipulations, or
 - b. the Consumer has the authority to cancel the contract before the Day on which the price increase starts.
5. All prices indicated in the provision of products or services are including VAT.

Performance agreement and extra guarantee

1. Gorilla Food guarantees that the products and/or services comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the Day the contract was concluded. If agreed, Gorilla Food also guarantees that the product is suitable for other than normal use.
2. In any event no claim can be made on paragraph 1 of this Article (i) in case of damage caused deliberately or with gross negligence, (ii) in case of normal wear and/or (iii) in case of damage from improper care or handling.
3. An extra guarantee offered by Gorilla Food, his supplier, manufacturer or importer shall never affect the rights and claims the Consumer may exercise against Gorilla Food about a failure in the fulfilment of the obligations of Gorilla Food if Gorilla Food has failed in the fulfilment of his part of the agreement.
4. 'Extra guarantee' is taken to mean each obligation by Gorilla Food, his supplier, importer or manufacturer in whom he assigns certain rights or claims to the Consumer that go further than he is legally required in case he fails in the compliance with his part of the agreement.

Delivery and execution agreement

1. Gorilla Food shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services.
2. The place of delivery is the address which the Consumer has provided to Gorilla Food
3. The Consumer shall provide Gorilla Food with the correct delivery address and mail address. Any changes need to be reported immediately to Gorilla Food. If the Consumer has entered a wrong address for delivery, then the additional shipping costs will be for the account of the Consumer.
4. Delivery takes place while supply lasts.
5. The ownership of delivered products will be transferred to the Consumer upon payment of the sum due. The risk of the products passes upon delivery to the Consumer.
6. Gorilla Food shall execute accepted orders with convenient speed but at least within 1 week, unless another delivery period was agreed on. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within 1 week after ordering. In such cases, the Consumer is entitled to repudiate the contract free of charge and with the right to possible compensation.
7. After repudiation in conformity with paragraph 6 of this Article, Gorilla Food shall promptly return the payment made by the Consumer.
8. The risk of loss and/or damage to products will be borne by Gorilla Food until the time of delivery to the Consumer or a representative appointed in advance and made known to Gorilla Food, unless explicitly agreed otherwise.

Payment

1. Unless otherwise stipulated in the agreement or in the additional conditions, the amounts to be paid by the Consumer must be settled within 14 Days after the Reflection Period, or, if there is no Reflection Period, within 14 Days, after concluding the agreement. In case of an agreement to provide a service, this period starts on the Day that the Consumer received the confirmation of the agreement.
2. The Consumer has the duty to inform Gorilla Food promptly of possible inaccuracies in the payment details that were given or specified. Payment orders at the bank or giro institute are for the account and risk of the party giving (or authorizing) the payment order.

Accounts and registration

1. The Consumer can create an account or otherwise register on the Website. Gorilla Food reserves the right to refuse or cancel any such registration, for example in the event of irregularities.
2. The login details are strictly personal and must not be disclosed to third parties. The Consumer is responsible for his login details, even if this is done without his knowledge.
3. The Consumer shall immediately alert Gorilla Food if he suspects that his login details are known by an unauthorized third party or in the event of irregularities.
4. The Consumer may not create or manage more than one account. Moreover, the Consumer shall not be allowed to register or manage an account (again) after Gorilla Food has denied the request of the Consumer to create an account or after cancellation of the registration.

Force majeure

Gorilla Food and the Consumer are not obliged to fulfill any obligation, if they are prevented from doing so due to a circumstance not attributable to fault and which is not regarded as their responsibility, nor by virtue of the law, a legal action or a generally accepted notion.

Complaints procedure

1. Gorilla Food shall have a sufficiently notified complaints procedure in place, and shall handle the complaint in accordance with this complaint procedure.
2. Complaints about the performance of contracts shall be filed as soon as possible once the Consumer has noticed the defects, comprehensive and clear with Gorilla Food.
3. The complaints submitted to Gorilla Food shall be replied within a period of 1 workingday after the date of receipt. Should a complaint require a foreseeable longer time of handling, Gorilla Food shall respond within 1 workingday with a notice of receipt and an indication when the Consumer can expect a more detailed reply.

Privacy and security

1. Gorilla Food respects the privacy of the Consumer. Gorilla Food treats and processes all personal data transmitted to it in accordance with the applicable legislation, in particular the General Data Protection Regulation. The Consumer agrees to this processing. For the purpose of protecting the Consumer's personal data, Gorilla Food observes appropriate security measures.
2. For more information about privacy, reference is made to the Website of Gorilla Food.

Additional provisions

1. Any possible derogations in respect of these General Terms and Conditions may be agreed upon only in writing. No rights can be derived from these deviations with regard to future agreements.
2. The administration of Gorilla Food serves as proof of purchase orders and requests of the Consumer, unless the Consumer proves otherwise. The Consumer acknowledges that electronic communication can serve as proof.

3. Gorilla Food is entitled to transfer the rights and obligations under the contract with the Consumer to a third party, by a single notification to the Consumer.
4. In case and to the extent that any provisions of these General Terms and Conditions are cancelled or declared invalid, Gorilla Food shall draw up a new provision to replace the null/nullified provision, duly observing as much as possible the object and purpose of the annulled provision.

Applicable law

These General Terms and Conditions, and any non-contractual obligations arising thereto, between Gorilla Food and the Consumer are governed exclusively by the laws of The Netherlands.

Appendix

Standard Form for Withdrawal

To: Gorilla Food B.V., Kramerstraat 30, domiciling at Groningen.
Email address: mike@gorillafood.nl

I hereby inform you that I wish to revoke our agreement on the following order:

Order number:

Ordered/received on (dd-mm-yyyy):

Fill in the date on which you received your order or the date of your order.

First name and surname:

Street name + house number:

ZIP code:

Place of domicile:

Email address:

Date:

Signature

Sign this form only if you will not send this form by e-mail or ordinary post.
