

# Awake-shop.com | Terms Of Service

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## Article 1 - Definitions

The terms and conditions herein apply definitions as follows:

- **Supplementary Contract:** Any contract where the consumer acquires products, digital content, or services linked to a distance contract delivered either by the seller or a third party under an arrangement between the third party and the seller.
- **Withdrawal Period:** Timeframe in which the consumer can exercise the right to withdraw from the contract.
- **Consumer:** Any natural person not acting for purposes associated with their business or profession.
- **Day:** Calendar day.
- **Digital Content:** Data produced and provided in digital format.
- **Open-ended Contract:** A contract for the ongoing delivery of goods, services, or digital content over a determined period.

- Durable Medium: Any tool that allows personal information storage accessible for future reference suitable for the information's intended purpose, enabling unaltered reproduction of information.
- Right of Withdrawal: The consumer's option to annul the distance contract during the reflection period.
- Entrepreneur: A natural or legal entity who offers products, digital content, or services to consumers remotely.
- Distance Contract: A contract executed between the entrepreneur and the consumer within a systematic setup for the remote sale of products, digital content, or services, employing exclusive or partial use of distance communication up to and including when the contract is signed.

### **Article 2 - Identity of the Entrepreneur**

- Name: Awake
- Location: Smitsstraat 10 - 5961 RW Horst, Netherlands
- Email: info@Awake-shop.com
- VAT ID: NL86707640B01
- Chamber of Commerce Number: 96194723

### **Article 3 - Applicability**

- These general terms are applicable to every offer made by the entrepreneur and every distance contract formed between the entrepreneur and consumer.
- Before finalizing a distance contract, these general terms are provided to the consumer. If impractical, the entrepreneur will outline methods to review these terms at the entrepreneur's premises and will send them free at the consumer's request.
- For electronic contracts, these terms are made available in a way that consumers can store them on a durable medium. If this is not reasonably feasible, it is indicated where the terms can be electronically reviewed, with a promise to send them free of charge upon request.

### **Article 4 - The Offer**

- Offers, if limited in time or conditions, shall be explicitly stated.
- The offer includes a full and precise description of the offered products, digital content, or services, allowing the consumer to assess the offer adequately. Images used must truthfully depict the products, services, or digital content.

### **Article 5 - The Agreement**

- The agreement is established when the consumer accepts the offer and meets the stipulated conditions.
- If accepted electronically, confirmation of receipt is promptly provided by the entrepreneur. The contract can be dissolved by the consumer until confirmation is received.

### **Article 6 - Right of Withdrawal**

For products:

- Consumers have the right to cancel a purchase within a minimum of 14 days without providing any reason. The business may inquire about the reason for the return but cannot compel the consumer to provide one. The reflection period begins the day after the consumer, or a designated third party other than the carrier, receives the product. Specific scenarios include:
- If multiple products are ordered at once: the day the last item is received.
- For products delivered in multiple shipments or parts: the day the last shipment or part is received.
- For regular deliveries over a set period: the day the first product is received.

For services and digital content not on a tangible medium:

- Consumers can end a service contract or a digital content delivery contract within a minimum of 14 days without providing a reason.
- The reflection period for these services begins the day after the contract is concluded.

Extended cooling-off period:

- If the business fails to provide the required information about the right of withdrawal or the withdrawal form, the reflection period extends to twelve months after the designated end of the initial period.
- If the business rectifies this within twelve months, providing the proper information, the reflection period ends 14 days after the consumer receives this information.

#### **Article 7 - Consumer Obligations During Reflection Period**

- Consumers should handle the product and its packaging with care during the reflection period. Products should only be unpacked or used to the extent necessary to assess the nature, characteristics, and functioning, similar to what would be allowed in a store.
- Consumers are liable for any diminished value of the product resulting from handling the product beyond what is necessary to establish its nature, characteristics, and functionality.
- Consumers are not liable for diminished value if the business did not provide all legally required information about the right of withdrawal at the time of contract conclusion.

#### **Article 8 - Exercise of the Right of Withdrawal by the Consumer and Costs Thereof**

- To initiate a withdrawal, the consumer must inform the business within the reflection period using the designated withdrawal form or another unequivocal method.
- Products must be returned or handed over to the business or an authorized representative no later than 14 days from the day on which the withdrawal was communicated. The consumer meets the return deadline by sending back the products before the reflection period has expired.

- Returned products should include all delivered accessories and, where possible, should be in original condition and packaging, according to the business's clear and reasonable instructions.
- The risk and proof of returning the items correctly and timely lie with the consumer.
- The consumer covers the direct cost of returning goods unless the business stated it would bear these costs.
- If a consumer requests the commencement of services or the supply of utilities not ready for sale in a fixed volume or set quantity during the reflection period, they owe the business a proportionate amount to what has been provided until the time of withdrawal. No cost is due from the consumer for performance of services or supply of utilities if:
  - The business failed to provide necessary right of withdrawal information or costs.
  - The consumer did not explicitly request that service or supply start during the reflection period.

#### **Article 9 - Business Obligations in Case of Withdrawal**

- If withdrawal is communicated electronically, the business must promptly send an acknowledgment.
- The business must refund all payments, including delivery costs, without undue delay and within 14 days from the withdrawal notification, waiting only until it receives the goods back or the consumer provides proof of return, whichever is earliest.
- Refunds are issued using the same payment method the consumer used, unless agreed otherwise, and must not incur any fees for the consumer.
- If the consumer opted for a more expensive delivery method than the standard, the additional costs are not refunded.

#### **Article 10 - Exclusion of Right of Withdrawal**

The right of withdrawal does not apply to the following types of goods and services, provided that this was clearly communicated to the consumer before the conclusion of the contract:

- **Price Fluctuations:** Products or services where prices are linked to fluctuations in the financial market that the business cannot control and which may occur during the withdrawal period.
- **Public Auctions:** Contracts entered into at a public auction, where goods, digital content, or services are sold to the person present or represented and under the auctioneer's hammer.
- **Completed Services:** For services fully performed by the business, only if:
  1. The performance began with the explicit prior consent of the consumer.
  2. The consumer acknowledged the loss of withdrawal rights upon full performance.
- **Specific Travel and Transport Contracts:** Package holidays and passenger transport contracts as described under Dutch Civil Code Article 7:500.

- Designated Service Contracts: Contracts for accommodation, transport of goods, vehicle rental, and catering, specifically scheduled for a definite time or period.
- Leisure Activities: Contracts for activities scheduled for specific dates or periods.
- Custom-made Products: Goods made to consumer specifications, clearly personalized or which by nature cannot be returned.
- Perishable Goods: Products which spoil rapidly or have a limited shelf life.
- Sealed Goods: Products sealed for health protection or hygiene reasons, not suitable for return if the seal is broken after delivery.
- Irreversibly Mixed Goods: Goods which, due to their nature, become irrevocably mixed with other items after delivery.
- Alcoholic Beverages: Where price agreed upon contract conclusion, but delivery can only occur 30 days later, with value dependent on market fluctuations.
- Sealed Media: Sealed audio or video recordings or computer software, where the consumer breaks the seal after delivery.
- Newspapers, Periodicals, and Magazines: Except for subscriptions to such publications.
- Digital Content: Digital content not supplied on a tangible medium if:
  1. The execution started with the consumer's explicit prior consent.
  2. The consumer acknowledged loss of withdrawal rights.

#### **Article 11 - Pricing**

- Prices shall not increase during the validity period stated in the offer, except for changes due to VAT adjustments.
- Products or services with prices subject to market fluctuations, not controlled by the entrepreneur, may vary and this will be clearly stated in the offer.
- Price increases within 3 months of contract conclusion are permitted only if due to legal regulations or provisions.
- After 3 months, price increases are allowed if the entrepreneur stipulated so, and if:
  1. They are due to statutory regulations or provisions.
  2. The consumer has the right to terminate the contract effective immediately on the day the price increase starts.
  3. All prices mentioned include VAT, unless specified otherwise.

#### **Article 12 - Fulfillment and Additional Guarantees**

- The entrepreneur ensures that products and services comply with the contract, specified offer, reliable function, and current legal standards at the time of the agreement. If agreed, products will be suitable for more than regular use.
- An additional guarantee provided does not affect the legal rights of consumers; these guarantees are extra and go beyond what is legally required if the entrepreneur fails to fulfill their part of the agreement.

### **Article 13 - Delivery and Execution**

- The entrepreneur ensures careful receipt and execution of product orders and service applications.
- Delivery occurs at the address specified by the consumer.
- Orders are executed promptly within 30 days unless a different period has been agreed. Delays will be communicated to the consumer within 30 days.
- If unable to fulfill an order, the entrepreneur offers a refund or replacement.
- Risk of damage or loss transfers to the consumer upon delivery unless explicitly arranged otherwise.

### **Article 14 - Contract Duration, Termination, and Renewal**

- Consumers can terminate an ongoing contract at any time with a notice period of no more than one month.
- Fixed-term contracts for regular delivery of products or services can only be automatically renewed for an indefinite period if the consumer can end these at any time with up to one month's notice.
- Trial or introductory contracts are not automatically extended and end automatically after the trial period.

### **Article 15 - Payment**

- Payments must be made within 14 days of starting the cooling-off period, or, if no cooling-off period is provided, within 14 days after contract conclusion.
- Consumers should not be required to pay more than 50% upfront unless agreed otherwise.
- Any payment errors reported by consumers must be corrected promptly.

### **Article 16 - Complaints Procedure**

- The business maintains a publicly accessible complaints procedure and processes complaints according to this established protocol.
- Consumers must report complaints regarding the performance of the contract promptly and with a detailed description directly to the business as soon as they notice any issues.
- The business will address all received complaints within 14 days from the day of receipt. If it is anticipated that a complaint will require a longer time to resolve, the business will acknowledge receipt of the complaint within this timeframe and provide an estimated date for a detailed response.
- Consumers are advised to allow the business at least four weeks to resolve the issue in mutual consultation before escalating it to a formal dispute.

### **Article 17 - Disputes**

Agreements between the business and the consumer under these terms are governed exclusively by Dutch law.

### **Article 18 - Additional or Alternative Provisions**

Any supplementary or differing provisions must not disadvantage the consumer and must be recorded in writing or in such a manner that the consumer can easily store them on a durable medium for future reference.

### **Article 19 - Age Requirement**

Individuals under the age of 18 are not permitted to place orders, as the business does not sell to minors. It is the consumer's responsibility to provide accurate and truthful information regarding their age.

### **Article 20 - Restrictions on Business Orders**

It is not permitted for companies or organizations to place orders through this webshop with the intent of establishing a commercial relationship. All orders are strictly considered personal purchases. By placing an order, you agree to this condition and confirm that the purchase is not made for business purposes.

### **Article 21 - Risks & responsibility**

- **Use at Your Own Risk:** The use of the products is entirely at the consumer's own risk. The effects of the products may vary from person to person, and the business cannot guarantee specific results or outcomes.
- **Exclusion of Liability:** The business cannot be held liable for any damages, losses, or injuries resulting from the use of the products, including but not limited to misuse, overdose, or adverse reactions. It is the consumer's responsibility to be fully informed and, if necessary, consult with a healthcare professional before using the products.
- **Medical Advice:** Consumers are encouraged to seek medical advice before using the products, especially if they have existing health conditions, are on medication, or have other concerning medical circumstances.

### **Annex I: Model Withdrawal Form**

Consumers wishing to exercise their right of withdrawal may complete and return the following form only if they intend to withdraw from the contract:

- To: Awake-shop.com, Panningen, Nederland Email: info@awake-shop.com
- Notification of Withdrawal:
  - "I/We hereby notify that I/We withdraw from my/our contract regarding the sale of the following goods: [product designation], the supply of the following digital content: [digital content designation], the provision of the following service: [service designation], ordered on/received on [insert order/receipt date]."
  - Consumer(s) Name:
  - Consumer(s) Address:
  - Consumer(s) Signature: (only required if this form is submitted on paper)

### **Article 22 - Legal Status of Psilocybin Truffles**

#### 22.1 Legal Compliance

Psilocybin (microdosing) truffles are legal in the Netherlands and can be shipped across the EU under the Mutual Recognition of Goods Act, which allows for the legal transport of goods from one EU member state to another, regardless of local laws regarding the product.

### 22.2 Consumer Responsibility

While our products are fully legal in the Netherlands and can be transported to all other EU countries, their legal status may vary in other jurisdictions. It is the consumer's responsibility to check the laws in their country to determine whether the products comply with local regulations. The business is not liable for any issues arising from the importation of products into countries where such products may be prohibited.

### 22.3 Safety Profile

Research from the National Institute for Public Health and the Environment (RIVM) in the Netherlands confirms that psilocybin truffles pose minimal risk. As a result, customs officials generally do not have the authority to seize or reject shipments of these truffles under normal circumstances.