

Terms and Conditions of Forma Esse

Last Updated: 29-11-2024

These Terms and Conditions govern the use of our website and the sale of products by Forma Esse, a sole proprietorship registered in the Netherlands. They apply to all transactions, including those with consumers and business customers. By purchasing our products or using our services, you agree to these Terms and Conditions.

1. General Information

1.1. Business Details

Name: Forma Esse

Type: Sole Proprietorship

Location: De Kempenaerstraat 189, Amsterdam, The Netherlands

Chamber of Commerce (KvK) Number: 85632813

VAT Number: NL004121875B72

Contact: hello@formaesse.com | +31685184750

1.2. Applicability

These Terms and Conditions apply to all sales, whether made online, offline or as part of business-to-business (B2B) transactions. Specific terms for B2B customers are outlined in Section 11.

2. Products

2.1. Product Description

Forma Esse specializes in handcrafted beeswax candles. We strive to provide accurate descriptions, but minor variations in color, size, or design may occur due to the handmade nature of our products.

2.2. Allergen Information

Our candles are made from 100% beeswax and may not be suitable for individuals with specific allergies.

3. Ordering and Payment

3.1. Online Orders

Orders can be placed via our website. The customer is responsible for ensuring the accuracy of their details during checkout.

3.2. Offline Purchases

Payments for purchases at local markets are processed immediately upon purchase.

3.3. Payment Methods

We accept the following payment methods:

- Online: Credit/Debit Cards, iDEAL.
- Offline: Cash, Contactless Payments, and Mobile Wallets.
- For B2B orders: Bank Transfers and other agreed methods.

3.4. Order Confirmation

Upon successful payment, you will receive an order confirmation via email for online purchases.

4. Pricing and Taxes

4.1. Prices

All prices are displayed in Euros (€) and include VAT unless stated otherwise.

4.2. B2B Pricing

For B2B customers, prices may be quoted excluding VAT, and VAT will be added as per applicable tax regulations.

4.3. Additional Costs

Shipping costs, if applicable, will be calculated and displayed during checkout or invoiced separately for B2B customers.

5. Shipping and Delivery

5.1. Delivery Area

Forma Esse ships to the Netherlands and EU countries.

5.2. Shipping Time

- Netherlands: 2–5 business days.
- EU: 5–10 business days.

5.3. B2B Orders

For bulk orders, shipping times will be communicated separately based on the order size and destination.

5.4. Delays

Forma Esse is not liable for delays caused by third-party delivery services.

6. Returns and Refunds

6.1. Right of Withdrawal (Online Consumer Purchases Only)

EU consumers have the right to withdraw from the purchase within 14 days of receiving the product, without giving a reason.

6.2. Exclusions

- Custom-made candles cannot be returned.
- Used or damaged products are not eligible for returns.

6.3. B2B Returns

Returns for B2B transactions are only accepted if agreed upon in writing, typically for defective or incorrect products.

6.4. Return Process

- Notify us at hello@formaesse.com before returning any product.
 - Products must be returned in their original condition and packaging at the customer's expense, unless the product is defective.
 - Refunds will be processed within 14 days of receiving the returned product.
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7. Liability

7.1. Product Use and Misuse

- Forma Esse's candles are designed for safe use when following provided instructions. Customers are responsible for ensuring proper and safe use.

- Forma Esse is not liable for damages caused by misuse, negligence, or failure to follow the safety guidelines provided with the product.
- Customers must use candle holders for taper candles or candle plates for sculptural candles and ensure candles are used on heat-resistant surfaces, away from flammable materials, and never left unattended while burning.

7.2. Damage to Health or Property

- Forma Esse disclaims any liability for health issues arising from allergies, sensitivities, or improper ventilation when using our candles. It is the customer's responsibility to review product ingredients and ensure compatibility.
- Forma Esse is not responsible for property damage caused by improper use of candles, such as wax spills, soot, or damage resulting from burning candles in unsuitable locations.

7.3. Fire Risks

- Customers are advised to take precautions to prevent fire hazards, including but not limited to:
 - Never leaving candles unattended while lit.
 - Keeping candles out of reach of children and pets.
 - Maintaining a safe distance between multiple candles to avoid excessive heat buildup.
 - Trimming wicks shorter to prevent excessive flame size.
 - Extinguish candles using candle extinguisher.
- Forma Esse is not liable for fires, injuries, or property damage caused by improper use, failure to follow safety instructions, or third-party negligence.

7.4. Product Defects

- If a product is defective and causes damage despite proper use, Forma Esse's liability is limited to the replacement of the defective product or refund of its purchase price. Forma Esse is not responsible for incidental or consequential damages arising from product defects.

7.5. Limitation of Liability

- To the fullest extent permitted by law, Forma Esse's total liability for damages arising out of or in connection with any product or service shall not exceed the total amount paid by the customer for the product or service.
- Forma Esse disclaims liability for indirect or consequential damages, including but not limited to:

- Loss of income or profit.
- Business interruption.
- Emotional distress or reputational harm.

7.6. Third-Party Products and Services

- Forma Esse is not responsible for any damage or injury caused by accessories, holders, or other items not manufactured or supplied by Forma Esse, even if used in conjunction with our products.

7.7. Force Majeure

- Forma Esse shall not be liable for delays, non-performance, or damages caused by events beyond its reasonable control, including but not limited to natural disasters, strikes, supply chain disruptions, or government actions.

7.8. Customer Responsibility

- Customers are solely responsible for ensuring products purchased from Forma Esse are suitable for their intended use.
- Business customers (B2B) are responsible for informing their end-users of the proper use and potential risks associated with the products.

7.9. Exclusions of Warranty

- Forma Esse provides products on an "as-is" basis, without warranties of any kind, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

7.10. Legal Compliance

- Customers must comply with all local, national, and EU laws and regulations regarding the use, sale, and disposal of candles. Forma Esse is not liable for any fines, penalties, or damages resulting from non-compliance by the customer.

8. Privacy

8.1. Data Collection

Forma Esse collects and processes personal data in accordance with the General Data Protection Regulation (GDPR).

8.2. Use of Data

Your data is used solely for processing orders, delivery, and customer service. We do not share your data with third parties without your consent, except as required by law.

9. Intellectual Property

All content, designs, and trademarks of Forma Esse are the property of the business and may not be copied or reproduced without prior written consent.

10. Dispute Resolution

10.1. Governing Law

These Terms and Conditions are governed by the laws of the Netherlands.

10.2. Disputes

In case of disputes, customers may contact hello@formaesse.com. If unresolved, disputes may be referred to the competent court in the Netherlands.

11. Additional Terms for B2B Transactions

11.1. Applicability

These terms apply exclusively to business customers (e.g., retailers, wholesalers) purchasing from Forma Esse.

11.2. Order Process

- B2B orders must be placed via email or through a dedicated account on our website.
- A written agreement or purchase order confirmation is required before processing.

11.3. Payment Terms

- Payment terms for B2B customers are agreed upon in advance and stated on the invoice (e.g., payment within 14 days).
- Late payments may incur interest as per Dutch law (Article 6:119a BW).

11.4. Delivery and Risk Transfer

- The risk of damage or loss transfers to the customer upon dispatch of the goods for B2B transactions, unless otherwise agreed.
- Customers must inspect goods upon receipt and notify Forma Esse of any defects within 7 days.

11.5. **Force Majeure**

Forma Esse is not liable for failure to fulfill obligations due to events beyond its control (e.g., natural disasters, strikes, supply chain disruptions).

Contact Us

For questions or concerns, please contact us at:

Email: hello@formaesse.com

Phone: +31685184750