B2B Terms and Conditions – Metamorfosi

Last updated: 12 September 2026

These B2B Terms and Conditions apply only to sales by Metamorfosi to Business Customers. They do not apply to consumers.

1. Identity of Metamorfosi

Statutory name: Metamorfosi
Trade name: Metamorfosi
Registered address: Park de Kotten 138, 7522EH, Netherlands
Visiting address: not applicable
Telephone number: 0031 649 158 529
Email address: info@transformyourfood.eu
Chamber of Commerce, KvK, number: 99996154

2. Definitions

1. **Metamorfosi**, **we**, **us** or **our** means the company identified in Article 1.
2. **Business Customer**, **Customer**, **you** or **your** means any legal entity, partnership, sole trader, reseller, distributor, professional buyer or other person acting for purposes connected with a trade, business, craft or profession.
3. **Consumer** means a natural person acting for purposes outside that person's trade, business, craft or profession.
4. **Products** means products supplied by Metamorfosi, including extra virgin olive oil, other food products, packaging, accessories and related goods.
5. **Agreement** means any agreement between Metamorfosi and the Business Customer for the sale and purchase of Products.
6. **Written** or **in writing** includes email and other electronic communication, unless mandatory law requires otherwise.
7. **EU Food Law** means applicable EU and national food-safety, food-information, traceability, labelling, product-compliance and product-recall laws and regulations.

3. B2B-only application

1. These Terms apply only to Business Customers.
2. By placing an order, the Customer confirms that it acts in the course of a trade, business, craft or profession.

3. The Customer must provide accurate business identification details, including legal name, registered address, VAT number where applicable, and trade-register details where applicable.
4. If Metamorfosi reasonably believes that a Customer is acting as a Consumer, Metamorfosi may refuse or cancel the order or require the order to be placed under Metamorfosi's consumer terms.
5. If mandatory consumer law applies despite the Customer's statement that it is acting as a business, mandatory consumer law prevails to the extent required.

4. Applicability and order of precedence

1. These Terms apply to all offers, quotations, orders, order confirmations, deliveries, invoices and Agreements between Metamorfosi and the Customer.
2. Deviations from these Terms are valid only if agreed in writing by Metamorfosi.
3. The Customer's own purchasing terms, general conditions or other standard terms are expressly rejected and do not apply, unless Metamorfosi expressly accepts them in writing.
4. If there is a conflict between these Terms and a written agreement signed or expressly accepted by Metamorfosi, the written agreement prevails.
5. If any provision of these Terms is invalid or unenforceable, the remaining provisions remain valid.

5. Offers, quotations and product information

1. All offers and quotations by Metamorfosi are non-binding unless expressly stated otherwise in writing.
2. An offer or quotation is valid only for the period stated in it. If no period is stated, Metamorfosi may withdraw or amend the offer at any time before acceptance.
3. Product descriptions, specifications, images, origin information, harvest information, packaging information and other product data are provided with reasonable care.
4. Minor deviations in packaging, appearance, colour, batch, harvest year, bottle design, label design or other non-essential characteristics do not constitute non-conformity, provided the Product materially conforms to the Agreement.
5. Obvious errors, mistakes or omissions in offers, quotations, price lists, product information or other communications do not bind Metamorfosi.
6. Information provided by Metamorfosi is not medical advice. Metamorfosi does not claim that Products diagnose, treat, prevent or cure disease unless expressly stated and legally permitted.
7. The Customer is responsible for assessing whether the Products are suitable for the Customer's intended commercial use, resale channel, market and jurisdiction.

6. Orders and formation of the Agreement

1. An order placed by the Customer is an offer to purchase the Products stated in the order.

2. An Agreement is concluded only when Metamorfosi accepts the order in writing, issues an order confirmation, issues an invoice, or dispatches the Products.
3. Metamorfosi may refuse or cancel an order if:
    1. Products are unavailable;
    2. payment is not received or authorised;
    3. the Customer's creditworthiness is insufficient;
    4. the order contains an obvious error;
    5. delivery is not commercially or legally feasible;
    6. the Customer has previously breached obligations towards Metamorfosi;
    7. Metamorfosi has another legitimate business or legal reason.
4. If Metamorfosi cancels an order after payment has been received, Metamorfosi will refund the relevant amount paid, unless set-off or retention is permitted by law or these Terms.

7. Prices, taxes and additional charges

1. Unless expressly stated otherwise, all prices are in euros and exclusive of VAT, shipping costs, insurance, import duties, customs charges, taxes, levies and other additional costs.
2. Metamorfosi may change prices at any time before an Agreement is concluded.
3. Price changes do not affect Agreements already concluded, unless:
    1. the change results from taxes, duties, government charges or regulatory costs;
    2. the Customer requests changes to the order;
    3. the parties agree otherwise in writing.
4. For intra-EU B2B supplies, the Customer must provide a valid VAT identification number where required.
5. If VAT exemption, zero-rating, reverse charge or intra-Community supply treatment is unavailable, invalid or later rejected by a tax authority due to incorrect or incomplete Customer information, the Customer must reimburse Metamorfosi for VAT, interest, penalties and reasonable related costs, unless caused by Metamorfosi's fault.
6. The Customer is responsible for all taxes, duties and charges payable in the Customer's country, unless expressly agreed otherwise in writing.

8. Payment

1. Payment terms are stated in the quotation, order confirmation, invoice or written agreement.
2. Unless expressly agreed otherwise in writing, payment is due immediately upon invoice date.

3. Unless expressly agreed otherwise in writing, Metamorfosi may require a partial advance payment before processing the order and payment of the remaining balance before dispatch or delivery.
4. The standard advance payment, if required, is 30% of the total order value, unless Metamorfosi states a different amount in the quotation, order confirmation or invoice.
5. Metamorfosi is not required to start procurement, preparation, packaging, dispatch or delivery until the required advance payment has been received.
6. Metamorfosi is not required to dispatch or deliver Products until the full outstanding balance has been received, unless Metamorfosi has expressly agreed in writing to provide credit terms.
7. Metamorfosi may require full advance payment, additional security, a bank guarantee, credit approval or amended payment terms where Metamorfosi considers this reasonably necessary, including where the Customer is a new customer, is located outside the Netherlands, has overdue invoices, has insufficient creditworthiness, or places a high-value, customised or high-risk order.
8. The Customer must pay invoices in full, without deduction, discount, suspension, withholding or set-off, unless Metamorfosi has expressly agreed otherwise in writing or mandatory law provides otherwise.
9. If the Customer fails to pay an amount when due, the Customer is automatically in default without further notice of default being required.
10. In case of late payment, Metamorfosi may charge statutory commercial interest under Dutch law, including Article 6:119a of the Dutch Civil Code, from the due date until the date of full payment.
11. If Article 6:119a of the Dutch Civil Code does not apply, Metamorfosi may charge the applicable statutory interest under Dutch law or any other interest permitted by applicable law.
12. The Customer must reimburse all reasonable judicial and extrajudicial collection costs incurred by Metamorfosi in connection with late payment, including debt-collection costs, legal fees, court fees, enforcement costs and other reasonable recovery costs.
13. Extrajudicial collection costs may be calculated in accordance with Article 6:96 of the Dutch Civil Code and any applicable Dutch rules on collection costs, unless a higher amount is legally recoverable.
14. Metamorfosi may suspend the processing, dispatch or delivery of any order, and may suspend any other obligations towards the Customer, for as long as any amount owed by the Customer to Metamorfosi remains unpaid.
15. If the Customer has multiple outstanding obligations towards Metamorfosi, payments received may be applied first to costs, then to interest, and then to principal amounts, regardless of any payment reference or instruction from the Customer.
16. If the Customer disputes an invoice, the Customer must notify Metamorfosi in writing without undue delay, stating the reasons for the dispute. The undisputed part of the invoice must be paid on time.
17. A dispute regarding an invoice does not suspend the Customer's obligation to pay other invoices or undisputed amounts.

18. If Metamorfosi reasonably believes that the Customer's financial position has deteriorated or that payment risk has increased, Metamorfosi may require advance payment, immediate payment, additional security or amended payment terms for existing or future orders, to the extent permitted by law.
19. All bank charges, transfer fees, currency-conversion costs and other payment-related charges imposed by banks or payment providers are borne by the Customer, unless expressly agreed otherwise in writing.

9. Retention of title

1. Ownership of the Products remains with Metamorfosi until the Customer has paid in full all amounts due to Metamorfosi under any Agreement, including purchase price, interest, costs and damages.
2. Until ownership passes, the Customer must:
    1. store the Products separately or make them identifiable as Metamorfosi's property where reasonably possible;
    2. handle and store the Products with due care;
    3. insure the Products against normal business risks where appropriate;
    4. not pledge, encumber or otherwise grant third-party rights over the Products.
3. The Customer may resell Products subject to retention of title only in the ordinary course of business.
4. If the Customer fails to pay, becomes insolvent, applies for suspension of payment, is declared bankrupt, ceases business, or otherwise materially breaches these Terms, Metamorfosi may reclaim Products subject to retention of title.
5. The Customer must cooperate with recovery of Products owned by Metamorfosi.
6. Retention of title does not affect the passing of risk under these Terms.

10. Delivery

1. Delivery dates and lead times are estimates unless expressly agreed as binding in writing.
2. Metamorfosi will use reasonable commercial efforts to deliver within agreed or indicated delivery periods.
3. Exceeding a delivery date does not automatically place Metamorfosi in default.
4. The Customer must give Metamorfosi written notice of default and a reasonable additional period to perform before claiming remedies for late delivery, unless mandatory law provides otherwise.
5. Metamorfosi may deliver orders in instalments and invoice each instalment separately.
6. The Customer must accept delivery at the agreed place and time.
7. If the Customer fails to accept delivery, provides incorrect delivery information, or otherwise prevents delivery, Metamorfosi may charge reasonable storage, handling, re-delivery and related costs.

11. Transport, risk and Incoterms

1. Unless expressly agreed otherwise in writing, transport is arranged at the Customer's cost and risk from the moment the Products are handed to the carrier, freight forwarder or transport service.
2. If Incoterms are agreed, the agreed Incoterms rule applies in accordance with the latest version of the ICC Incoterms in force at the time the Agreement is concluded, unless expressly agreed otherwise.
3. If no Incoterms rule is agreed, risk passes to the Customer when the Products are handed to the first carrier for transport to the Customer.
4. The Customer is responsible for arranging appropriate transport insurance unless Metamorfosi expressly agrees otherwise in writing.
5. Metamorfosi is not liable for delay, loss or damage during transport after risk has passed to the Customer, except to the extent caused by Metamorfosi's intent or deliberate recklessness or where mandatory law provides otherwise.

12. Inspection and complaints

1. The Customer must inspect the Products immediately upon delivery.
2. Visible damage, visible defects, incorrect Products or shortages must be reported to Metamorfosi in writing within 48 hours after delivery.
3. Hidden defects must be reported in writing within 5 business days after discovery.
4. Complaints must include the order number, invoice number, batch or lot number where available, a clear description of the issue, photographs where relevant, and any other information reasonably requested by Metamorfosi.
5. If the Customer does not complain within the periods stated above, the Products are deemed accepted, to the extent permitted by law.
6. A complaint does not suspend the Customer's payment obligations.
7. The Customer must preserve the Products, packaging, labels and batch information until Metamorfosi has had a reasonable opportunity to inspect them.
8. Products may be returned only with Metamorfosi's prior written approval and in accordance with Metamorfosi's return instructions.
9. Unauthorised returns may be refused or returned to the Customer at the Customer's cost.

13. Conformity, quality and shelf life

1. Metamorfosi warrants that, at the time risk passes, the Products materially conform to the agreed specifications and applicable mandatory requirements for sale by Metamorfosi.

2. For food Products, quality, taste, aroma, colour and other natural characteristics may vary between batches, harvests, origins and storage periods.
3. Such natural variations do not constitute non-conformity if the Product materially conforms to the agreed specification and applicable law.
4. The Customer is responsible for storing and handling Products in accordance with all storage instructions, temperature guidance, best-before dates, use-by dates, hygiene requirements and applicable food-safety standards.
5. Metamorfosi is not liable for deterioration, contamination, leakage, quality loss or other defects caused after risk has passed by incorrect transport, storage, handling, resale, repackaging, relabelling, exposure to heat, sunlight, moisture, frost, contamination or other unsuitable conditions.
6. Any shelf-life indication applies only if Products are transported, stored and handled correctly.
7. The Customer may not make health, nutrition, origin, quality or other claims about Products unless such claims are lawful and supported by appropriate evidence.

14. Remedies for defective Products

1. If Metamorfosi accepts that a Product is defective or non-conforming and the Customer complained in time, Metamorfosi may, at its choice:
    1. replace the defective Product;
    2. credit the relevant part of the invoice;
    3. refund the price paid for the defective Product;
    4. offer another reasonable commercial solution.
2. Metamorfosi is not required to provide a remedy if the defect or issue was caused by:
    1. incorrect transport, storage or handling after risk passed;
    2. misuse or improper use;
    3. repackaging, relabelling or alteration by the Customer or a third party;
    4. failure to follow instructions;
    5. normal batch variation;
    6. damage caused by the Customer, a carrier after risk passed, or a third party.
3. The remedies in this Article are the Customer’s sole contractual remedies for defective Products, to the extent permitted by law.

15. Returns

1. Business Customers have no statutory consumer cooling-off period or consumer right of withdrawal.
2. Products may be returned only with Metamorfosi’s prior written approval.

3. Metamorfosi may refuse returns of food Products, including olive oil, if Products are opened, damaged, used, improperly stored, relabelled, repackaged, contaminated, expired, close to expiry, or otherwise unsuitable for resale or safe handling.
4. Approved returns must be sent at the Customer's cost and risk unless Metamorfosi agrees otherwise in writing.
5. Metamorfosi may deduct handling, inspection, transport, storage and restocking costs from any credit or refund, unless otherwise agreed in writing.

16. Product compliance, resale and customer responsibilities

1. The Customer is responsible for compliance with all laws and regulations applicable to the Customer's purchase, storage, marketing, resale, distribution and use of the Products.
2. If the Customer resells, exports, relabels, repackages, combines, processes or markets the Products, the Customer is responsible for ensuring that such activity complies with applicable law in the relevant country.
3. The Customer is responsible for translations, local labelling requirements, local product-information obligations, business permits, resale permits and tax registrations required in the Customer's jurisdiction, unless expressly agreed otherwise in writing.
4. The Customer may not alter labels, batch numbers, best-before dates, safety markings, origin information or traceability information unless legally permitted and agreed by Metamorfosi in writing.
5. The Customer may not market Products in a misleading, unlawful or reputation-damaging manner.
6. The Customer must comply with applicable EU and national rules on food safety, food information, traceability, product claims, product recalls, sanctions, anti-bribery and fair trading.

17. Traceability, food safety and recalls

1. The Customer must maintain adequate records to identify Products purchased from Metamorfosi, including batch or lot numbers where provided.
2. The Customer must maintain traceability records for onward sales where required by EU Food Law.
3. The Customer must inform Metamorfosi immediately if it becomes aware of any actual or suspected food-safety issue, contamination, incorrect labelling, unlawful claim, regulatory inquiry, customer complaint, recall risk or other compliance issue involving the Products.
4. The parties will reasonably cooperate in any investigation, withdrawal, recall, corrective action or communication with authorities.
5. If a recall, withdrawal or corrective action is caused by the Customer's breach, negligence, improper storage, relabelling, repackaging, marketing, resale or other conduct, the Customer must reimburse Metamorfosi for reasonable related costs, losses and expenses.

6. Metamorfosi may take any action it reasonably considers necessary to comply with food-safety or regulatory obligations.

18. Intellectual property and brand use

1. All intellectual-property rights relating to Metamorfosi, the Webshop, product images, product descriptions, trade names, trademarks, logos, designs and marketing materials remain owned by Metamorfosi or its licensors.
2. The Customer may use Metamorfosi's product names, images, descriptions and brand materials only to resell Products lawfully purchased from Metamorfosi and only in accordance with Metamorfosi's instructions.
3. The Customer may not register, use or attempt to register any trademark, domain name, trade name, social-media account or advertising keyword that is identical or confusingly similar to Metamorfosi or its brands without prior written consent.
4. Metamorfosi may require the Customer to stop using brand materials if the use is unlawful, misleading, inaccurate, damaging or inconsistent with Metamorfosi's brand standards.

19. Confidentiality

1. Commercial information, pricing, discounts, supply terms, product specifications, business plans and other non-public information disclosed by Metamorfosi are confidential.
2. The Customer must not disclose confidential information to third parties without Metamorfosi's prior written consent, unless required by law.
3. This Article does not apply to information that is publicly available without breach of these Terms.

20. Liability

1. Metamorfosi is not liable for indirect loss, consequential loss, loss of profit, loss of revenue, loss of goodwill, loss of business, loss of contracts, loss of data, reputational damage, recall costs, or third-party claims, except to the extent liability cannot lawfully be excluded.
2. Metamorfosi's total liability arising out of or in connection with an Agreement is limited to the amount paid by the Customer for the Products giving rise to the claim.
3. If the Agreement involves recurring or multiple orders, Metamorfosi's total liability is limited to the amount paid for the specific delivery giving rise to the claim.
4. Nothing in these Terms excludes or limits liability for intent, deliberate recklessness, fraud, or liability that cannot be excluded or limited under mandatory law.

5. Any claim against Metamorfosi expires 12 months after the Customer became aware, or reasonably should have become aware, of the event giving rise to the claim, unless mandatory law provides otherwise.

21. Indemnity

1. The Customer indemnifies Metamorfosi against claims, fines, losses, damages, costs and expenses arising from:
    1. the Customer's breach of these Terms;
    2. incorrect storage, handling, resale, relabelling, repackaging or marketing of Products;
    3. unlawful or unsupported product claims made by the Customer;
    4. the Customer's failure to comply with applicable food, tax, import, export, sanctions or resale laws;
    5. third-party claims caused by the Customer's acts or omissions.
2. **This** indemnity does not apply to the extent the claim is caused by Metamorfosi's intent, deliberate recklessness or breach of mandatory law.

22. Force majeure

1. Metamorfosi is not liable for failure or delay caused by circumstances beyond its reasonable control.
2. Force majeure includes, without limitation, natural disasters, fire, flood, extreme weather, war, terrorism, strikes, labour disputes, pandemics, epidemics, government measures, transport disruption, supplier failure, crop failure, harvest failure, shortage of raw materials, energy disruption, cyber incidents, import/export restrictions and regulatory changes.
3. Metamorfosi may suspend performance for the duration of the force majeure event.
4. If the force majeure event continues for more than 60 days, either party may terminate the affected part of the Agreement.
5. Metamorfosi is not liable for damages resulting from termination or suspension due to force majeure.

23. Suspension and termination

1. Metamorfosi may suspend performance or terminate an Agreement in whole or in part with immediate effect if:
    1. the Customer fails to pay on time;
    2. the Customer breaches these Terms;
    3. the Customer becomes insolvent, bankrupt, subject to suspension of payment, liquidation or similar proceedings;
    4. the Customer ceases or threatens to cease business;
    5. Metamorfosi reasonably believes that continued performance may breach law or damage Metamorfosi's interests;
    6. the Customer provides false or misleading information.
2. Upon termination, all outstanding amounts become immediately due.
3. Termination does not affect rights and obligations that by their nature are intended to survive, including payment, confidentiality, liability limitations, indemnities, governing law and jurisdiction.

24. Data protection

1. Metamorfosi may process business contact details and personal data relating to the Customer's representatives for order handling, administration, communication, compliance and dispute management.
2. Personal data will be processed in accordance with Metamorfosi's Privacy Policy and applicable data-protection law, including the GDPR where applicable.
3. The Customer must ensure that any personal data provided to Metamorfosi is provided lawfully.

25. Assignment and subcontracting

1. The Customer may not assign, transfer or encumber rights or obligations under an Agreement without Metamorfosi's prior written consent.
2. Metamorfosi may assign or transfer its rights and obligations to an affiliated company, successor, purchaser of its business or third party, provided this does not materially reduce the Customer's contractual rights.
3. Metamorfosi may use subcontractors, suppliers, logistics providers, payment providers and other third parties to perform its obligations.

26. Governing law

1. These Terms and all Agreements are governed by Dutch law.

2. The United Nations Convention on Contracts for the International Sale of Goods, CISG, is expressly excluded.
3. Conflict-of-law rules are excluded to the extent permitted by law.

27. Jurisdiction

1. The courts of the Netherlands have exclusive jurisdiction over disputes arising out of or in connection with these Terms or any Agreement.
2. Unless mandatory law requires another court, disputes will be submitted to the competent court in the district where Metamorfosi has its registered office.
3. Metamorfosi may also bring claims against the Customer before the courts of the Customer's place of establishment or any other court competent under applicable law.

28. Changes to these Terms

1. Metamorfosi may amend these Terms from time to time.
2. The amended Terms apply to future offers, orders and Agreements.
3. The version applicable to an Agreement is the version provided or made available at the time the Agreement was concluded, unless the parties agree otherwise in writing.

29. Language

1. These terms are available in multiple languages. In case of conflict between the different versions, the Dutch version prevails, unless mandatory Consumer law requires otherwise.