# General Terms and Conditions – Metamorfosi Webshop

Last updated: 12 September 2026

These General Terms and Conditions apply to the Metamorfosi webshop. They are drafted for a Netherlands-based webshop selling extra virgin olive oil and related non-food accessories to consumers and, where expressly stated, business customers.

Separate policies for returns, withdrawal and complaints apply where referred to before or during checkout.

## 1. Identity of the entrepreneur

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 entrepreneur identified in Article 1.
2. **Webshop** means the website and online shop operated by Metamorfosi at www.transformyourfood.eu and any pages on which these terms are made available.
3. **Product** means a product offered for sale by Metamorfosi through the Webshop.
4. **Consumer** means a natural person who acts for purposes outside that person's trade, business, craft or profession.
5. **Business Customer** means a customer who is not a Consumer.
6. **Customer**, **you** or **your** means a Consumer or Business Customer who places an order or enters into an agreement with Metamorfosi.
7. **Agreement** means the distance sales agreement concluded between Metamorfosi and the Customer.
8. **Durable medium** means any instrument that enables the Customer to store information addressed personally to the Customer in a way accessible for future reference for a period adequate for the purposes of the information, and which allows unchanged reproduction of the stored information.

9. **Returns and Withdrawal Policy** means Metamorfosi's separate policy governing returns, statutory withdrawal rights, return costs, refund timing, damaged Products and the model withdrawal form.
10. **Complaints Policy** means Metamorfosi's separate complaints and disputes procedure.

## 3. Applicability and availability of these terms

1. These terms apply to every offer made by Metamorfosi and to every Agreement concluded through the Webshop, unless expressly agreed otherwise in writing.
2. The Returns and Withdrawal Policy, the Complaints Policy and any other policies expressly referred to during checkout form part of the Agreement, provided they are made available to the Customer before the Agreement is concluded.
3. Before the Agreement is concluded, these terms and all applicable referenced policies will be made available to the Customer in a way that allows the Customer to store them on a Durable medium.
4. If this is not reasonably possible, Metamorfosi will indicate before the Agreement is concluded how the Customer can inspect them and that they will be sent free of charge upon request.
5. If additional product-specific conditions apply, they will be made available before the Agreement is concluded.
6. In the event of conflict between these terms and a referenced policy, the provision most favourable to the Consumer applies, unless mandatory law provides otherwise.
7. For Consumers, these terms do not limit mandatory rights under Dutch law or any mandatory consumer-protection law applicable in the Consumer's country of residence.

## 4. Information on the Webshop, offers and product information

1. Metamorfosi aims to present prices, product descriptions, ingredients, allergen information, net quantities, storage instructions, origin information where required, and other mandatory product information accurately and clearly before the Customer places an order.
2. If an offer has a limited validity period or is subject to specific conditions, this will be stated clearly in or with the offer.
3. Each offer will contain sufficient information for the Customer to understand the main rights and obligations attached to acceptance of the offer.
4. Images of Products are illustrative. Minor differences in packaging, colour or appearance may occur, provided that the delivered Product conforms to the Agreement and to the information provided before purchase.
5. Obvious mistakes or obvious errors in an offer, price, product description or other information do not bind Metamorfosi, provided the mistake or error is sufficiently clear that the Customer knew or reasonably should have known that it was a mistake or error.

6. Information on the Webshop is not medical advice. Metamorfosi does not claim that Products diagnose, treat, prevent or cure any disease or medical condition, unless a specific claim is lawfully permitted and expressly stated.
7. If Metamorfosi discovers an obvious error in an offer, price or product description before accepting an order, Metamorfosi may correct the error and give the Customer the opportunity to place an order on the corrected basis.
8. If an Agreement has already been concluded, statutory rules on mistake, unfair commercial practices and consumer protection apply.

## 5. Offers, prices and delivery costs

1. All prices shown to Consumers include VAT, unless expressly stated otherwise where this is legally permitted.
2. Delivery costs and any other additional costs payable to Metamorfosi will be shown clearly before the Customer places the order.
3. Prices may be changed at any time, but changes do not affect Agreements already concluded.
4. For delivery outside the European Union, import duties, taxes, customs-clearance charges or similar charges may be payable to third parties.
5. Where such charges cannot reasonably be calculated in advance, Metamorfosi will inform the Customer before the order is placed that such additional charges may be payable by the Customer.

## 6. Placing an order and conclusion of the Agreement

1. The ordering process will allow the Customer to check and correct input errors before placing the order.
2. By placing an order, the Customer makes an offer to purchase the Products in the order.
3. Metamorfosi will promptly acknowledge receipt of the order electronically.
4. If the Customer places an order electronically and Metamorfosi does not confirm receipt of that order electronically, the Consumer may dissolve the Agreement for as long as receipt has not been confirmed, to the extent provided by applicable law.
5. An Agreement is concluded when Metamorfosi accepts the order, for example by sending an order confirmation or by dispatching the Products.
6. Metamorfosi will take appropriate technical and organisational measures to secure the electronic transmission of data and to provide a secure online ordering and payment environment. Metamorfosi does not guarantee that the Webshop will be uninterrupted, error-free or completely free from security risks.

7. Within applicable legal limits, Metamorfosi may verify whether the Customer can meet payment obligations and may assess facts and factors relevant to responsibly entering into the Agreement.
8. If Metamorfosi has good grounds not to accept an order, Metamorfosi may refuse the order, cancel the order or attach lawful special conditions to its execution.
9. Metamorfosi may refuse or cancel an order if payment is not successfully authorised, if the Product is unavailable, if there is a clear error in the offer, or if Metamorfosi has another lawful reason to refuse the order.
10. If the Customer has already paid and Metamorfosi refuses or cancels the order, Metamorfosi will refund the payment without undue delay.
11. Metamorfosi will provide the Customer with confirmation of the Agreement, these terms and the applicable referenced policies on a Durable medium no later than at delivery.
12. Where applicable, the information provided under paragraph 11 will include Metamorfosi's complaint contact details, information on withdrawal or exclusion of withdrawal, warranty and after-sales information, the total price including taxes and delivery costs, payment and delivery information, and the model withdrawal form if the Consumer has a right of withdrawal.

## 7. Payment and retention of title

1. Accepted payment methods are shown during checkout. At the time of publication, Metamorfosi accepts payment via PayPal.
2. Any payment costs charged by Metamorfosi, if applicable, will be shown before the Customer places the order.
3. For Consumer sales, Metamorfosi will not require advance payment in a manner that is not permitted under mandatory Dutch consumer law.
4. If full advance payment options are offered, the Consumer chooses such payment method voluntarily where required by applicable law.
5. If payment is declined, reversed, not authorised or not completed, Metamorfosi is not required to process or dispatch the order until payment has been completed, unless mandatory law provides otherwise.
6. The Customer must notify Metamorfosi without undue delay of any inaccuracies in payment details provided or stated.
7. If a Customer fails to meet a payment obligation on time, Metamorfosi may send a written reminder.
8. For Consumers, statutory interest and extrajudicial collection costs may only be charged after the Consumer has been given the legally required period to pay after receipt of the reminder.
9. Extrajudicial collection costs will not exceed the maximum amounts permitted under applicable Dutch law.

10. Ownership of Products passes to the Customer only after Metamorfosi has received full payment of all amounts due for those Products.
11. Until ownership has passed, the Customer must handle the Products with due care and may not resell, pledge, encumber or otherwise dispose of them in a way that prejudices Metamorfosi's ownership rights.
12. Retention of title does not affect the rules on risk passing to Consumers, the Consumer's statutory right of withdrawal, or mandatory statutory rights relating to defective, damaged, unsafe, incorrectly delivered or non-conforming Products.

## 8. Delivery

1. Metamorfosi will exercise due care when receiving and executing orders.
2. Products will be delivered to the delivery address provided by the Customer.
3. Metamorfosi will deliver accepted orders with due speed and, unless a different delivery period has been agreed, no later than 30 days after conclusion of the Agreement.
4. If delivery is delayed, or if an order cannot be fulfilled in whole or in part, Metamorfosi will inform the Customer as soon as reasonably possible.
5. Consumers retain their statutory rights in case of late delivery, including the right to set an additional delivery period where required by law and, where permitted by law, to terminate the Agreement if delivery still does not take place.
6. If the Consumer lawfully terminates the Agreement because delivery cannot take place or does not take place in accordance with applicable law, Metamorfosi will refund the relevant amount paid by the Consumer without undue delay.
7. The risk of loss of or damage to Products passes to a Consumer when the Consumer, or a third party designated by the Consumer other than the carrier, has received the Products.
8. If a Consumer chooses a carrier not offered by Metamorfosi, the risk passes to the Consumer when the Products are handed to that carrier.
9. If Products arrive damaged or incomplete, the Customer should notify Metamorfosi as soon as reasonably possible, preferably with photos of the packaging and Products. Failure to notify within a preferred period does not affect a Consumer's statutory rights.

## 9. Customer information and failed delivery

1. The Customer must provide accurate and complete contact and delivery information.
2. If delivery cannot be completed because the Customer provided incorrect or incomplete information, Metamorfosi may charge the Customer reasonable additional delivery costs for re-dispatch, provided this is permitted by applicable law and the Customer is informed in advance where possible.

3. This Article does not affect the Consumer's statutory rights where failed delivery is attributable to Metamorfosi or to a carrier for which Metamorfosi bears the risk.

## 10. Returns, withdrawal, cooling-off period and damaged Products

1. Returns, the statutory right of withdrawal, the cooling-off period, return costs, refund timing, exceptions to withdrawal and the model withdrawal form are governed by Metamorfosi's separate Returns and Withdrawal Policy.
2. The Returns and Withdrawal Policy will be made available to the Customer before the Agreement is concluded in a way that allows the Customer to store it on a Durable medium.
3. For Consumers, the Returns and Withdrawal Policy shall not limit any mandatory statutory rights, including rights relating to withdrawal from distance contracts, non-conforming Products, damaged Products, incorrect delivery, refund obligations or statutory guarantees.
4. Where a statutory exception to the right of withdrawal applies, including for Products that spoil quickly, Products with a limited shelf life, sealed Products that are not suitable for return for reasons of health protection or hygiene once unsealed, or Products made to the Consumer's specifications, Metamorfosi will identify the applicable exception clearly before the Customer places the order.
5. If no lawful exception applies, the Consumer retains the statutory right of withdrawal.

## 11. Damaged, defective or non-conforming Products

1. Metamorfosi is responsible for delivering Products that conform to the Agreement and to statutory requirements.
2. For Consumers, Products must have the qualities that the Consumer may reasonably expect based on the Agreement, the Product information, the nature of the Product and applicable law.
3. If a Product is defective, damaged, unsafe, incorrectly delivered or otherwise non-conforming, the Consumer may have statutory remedies, including repair, replacement, price reduction or termination of the Agreement, as applicable.
4. A commercial warranty or additional guarantee offered by Metamorfosi or a producer does not limit statutory rights.
5. Food Products must be stored and used in accordance with any storage instructions, best-before date, use-by date and other instructions provided.
6. Metamorfosi is not responsible for deterioration caused by storage or use contrary to those instructions after the risk has passed to the Customer, except where mandatory law provides otherwise.

## 12. Promotions, discount codes and gift cards

1. Discount codes are valid only under the conditions stated when they are issued, including any expiry date, minimum order value, product restrictions and one-use limitations.
2. Discount codes have no cash value unless expressly stated otherwise.
3. Gift cards or vouchers that qualify as gift cards under Dutch law will remain valid for at least two years from issue, unless a longer period is stated or mandatory law requires otherwise.
4. Metamorfosi may refuse a discount code or gift card in cases of fraud, unlawful use or use contrary to the stated conditions, to the extent permitted by law.

## 13. Customer accounts

1. If the Webshop offers customer accounts, the Customer is responsible for keeping login details confidential and for taking reasonable steps to prevent unauthorised access.
2. The Customer must notify Metamorfosi promptly after becoming aware of unauthorised account use or a security incident.
3. Consumers are not liable for unauthorised account use to the extent that the unauthorised use is not attributable to them under applicable law.
4. Metamorfosi may suspend or close an account if it reasonably believes that the account is being used unlawfully, fraudulently or in material breach of these terms.
5. Suspension or closure of an account does not affect existing statutory rights relating to orders already placed.

## 14. Website use and third-party links

1. Metamorfosi takes reasonable care to keep the Webshop available and secure, but does not guarantee uninterrupted or error-free access.
2. Metamorfosi may temporarily suspend access to the Webshop for maintenance, security or operational reasons.
3. The Webshop may contain links to third-party websites. Metamorfosi is not responsible for third-party content, services or privacy practices, unless mandatory law provides otherwise.

## 15. Intellectual property

1. The content of the Webshop, including text, design, layout, images, videos, graphics and other materials, is protected by intellectual-property rights and is owned by or licensed to Metamorfosi.
2. The Customer may access and use the Webshop content for personal, non-commercial purposes and in connection with transactions and communications with Metamorfosi.
3. Copying, reproducing, distributing, modifying or commercially exploiting Webshop content without prior written consent is prohibited, unless permitted by mandatory law.

## 16. Liability

1. Nothing in these terms excludes or limits liability where exclusion or limitation is not permitted by law, including liability for intent or deliberate recklessness, death or personal injury caused by negligence, product liability, fraud, or statutory Consumer rights.
2. For Consumers, Metamorfosi's liability is governed by applicable mandatory law.
3. For Business Customers only, Metamorfosi is not liable for indirect loss, including loss of profit, loss of revenue, loss of business, loss of data or consequential loss, except in cases of intent or deliberate recklessness or where limitation is not permitted by law.
4. For Business Customers only, Metamorfosi's liability is limited to the amount paid for the Products giving rise to the claim, except where limitation is not permitted by law.
5. The Customer is responsible for using Products in accordance with applicable instructions, warnings and law.

## 17. Force majeure

1. Metamorfosi is not liable for delay or failure to perform obligations where performance is prevented by circumstances beyond its reasonable control and where Dutch law recognises reliance on force majeure, also known as overmacht.
2. If a force majeure event prevents performance for more than 30 days, either party may terminate the affected Agreement for the part that cannot be performed.
3. Termination under this Article does not affect mandatory Consumer rights or any obligation to refund payments for undelivered Products.

## 18. Complaints and disputes

1. Complaints are handled in accordance with Metamorfosi's separate Complaints Policy.
2. The Complaints Policy will be made available to the Customer through the Webshop and, where legally required, before the Agreement is concluded.
3. The Complaints Policy will state how complaints may be submitted, the contact details for submitting complaints and the period within which Metamorfosi aims to respond.
4. Metamorfosi will respond to complaints within the period stated in the Complaints Policy. If applicable law requires a response within a specific period, Metamorfosi will comply with that period.
5. The Complaints Policy does not limit a Consumer's right to bring a dispute before the competent court.

## 19. Privacy

1. Metamorfosi processes personal data in accordance with its separate Privacy Policy.
2. The Privacy Policy must identify the controller, purposes and legal bases for processing, retention periods, recipients, international transfers where applicable, data-subject rights, complaint rights with the Dutch Data Protection Authority, Autoriteit Persoonsgegevens, and contact details.

## 20. Changes to these terms

1. Metamorfosi may amend these terms from time to time.
2. Amendments apply only to future offers and future Agreements, unless the Customer expressly agrees otherwise or the amendment is required by mandatory law.
3. The version applicable to an Agreement is the version made available to the Customer before or at the time that Agreement is concluded.

## 21. Transfer of rights and obligations

1. The Customer may not transfer rights or obligations under an Agreement without Metamorfosi's prior written consent, unless mandatory law provides otherwise.
2. Metamorfosi will not unreasonably withhold consent for a lawful transfer by the Customer.
3. Metamorfosi may transfer its rights and obligations under an Agreement to a third party only where this does not reduce the Customer's rights, where the Customer has the right to terminate the Agreement, where Metamorfosi remains responsible for proper performance, or where the transfer takes place in connection with the transfer of Metamorfosi's business and the statutory conditions for such transfer are met.

## 22. Governing law and competent court

1. These terms and Agreements with Metamorfosi are governed by Dutch law.
2. For Consumers, this choice of law does not deprive the Consumer of the protection of mandatory provisions of the law that would apply without this choice of law.
3. Disputes will be submitted to the court competent under applicable law.
4. Consumers may rely on any mandatory rules on jurisdiction that apply in their country of residence.

## 23. Severability

If a provision of these terms is void, voidable or unenforceable, the remaining provisions remain in effect.

The invalid provision will be replaced, to the extent permitted by law, by a valid provision that reflects the original purpose as closely as possible without prejudicing mandatory Consumer rights.

## 24. Final provisions

1. These terms, together with the order confirmation and any policies expressly referred to before conclusion of the Agreement, form the contractual framework between Metamorfosi and the Customer.
2. No failure or delay by Metamorfosi in exercising a right or remedy shall constitute a waiver of that right or remedy.
3. Any waiver must be express and in writing.
4. 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.