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What are your Terms & Conditions?

Wilfred - 2018-05-27 - in Website

0. Business name

1. 'Nirvana Shop' is the DBA (Doing Business As) of the company Pygmalion Internet Solutions, located Munterslaan 4a 2014 KW Haarlem the Netherlands, Chamber of commerce: 34115451 and only build and maintain the website.
2. 'Nirvana' is a registered Trademark of the Company 'Nirvana Trademark', located Munterslaan 4a 2014 KW Haarlem the Netherlands, Chamber of commerce: 62995847 and only holding the Trademark.

1. General Conditions

1. Your use (accessing, browsing, buying, etc.) of this site is your legal agreement to the policies, terms and conditions stipulated on this page.
2. You also agree to comply with all applicable laws and regulations, including exports and re-exports control regulations.
3. Seeds Germination. Our cannabis seeds are sold as souvenirs. Any information about germinating, growing, smoking or doing anything with seeds other than keeping them as souvenirs is intended only for people who reside in countries where growing Cannabis is permitted. In the Netherlands it is illegal to germinate cannabis seeds without a license from the Home Office. If we suspect that you intend to germinate or have germinated our cannabis seeds we will refuse sale.
4. If you do not agree to these terms, do not use this site.

2. Shipping Terms

1. Nirvana cannot be held responsible for anything that may happen to your order while in transit. Although we send our orders by first class mail, there is always a small risk of loss and you should be aware of this before ordering.
2. Shipping time is dependent not only upon our mail service, but also, of

course, on your local postal services. For this reason, we can only give you an estimated shipping time based on our general experience. Normally between 5 to 10 working days.

3. Germination

1. Cannabis seeds, like all seeds in nature, are living material and Nirvana Seeds cannot offer guarantees on germination rates, or promise that every seed in every pack will germinate. Nature does not allow any company to be able to make such an absolute statement, and it would be misleading to customers to try to do so. Nirvana Seeds can however assure customers that all seed batches are tested, correctly stored and handled while they are in possession of the company. Therefore when the packages are received at their destination, 90 to 100% of the seeds in each pack should germinate when the recommended germination method is used.
2. In some countries the germination of our seeds is illegal. We expect our customers to comply with the laws of the country the seeds will be delivered to. We strongly discourage our customers to act in conflict of the law by growing cannabis plants from cannabis seeds. Nirvana Seeds ships cannabis seeds on the condition that they will NOT be used by customers in conflict with any applicable law, in any country and sold as souvenir and novelty purposes only.

4. Returns

Please note, we are happy to assist you with any queries about your order within 90 days from the date when the order is sent.

Should you wish to return purchased goods for any reason, you need to [contact us](#) first to confirm your return, within 14 days of receipt of your order. Any goods sent back without prior consent from Nirvana Shop will be sent back at your cost.

Returned goods must be new, unused and in their original packaging.

Once you have confirmed your return with us, please send the items to our P.O. Box. All returns are the responsibility of the customer until they reach us.

The goods should be sent back with a recorded service as we will not be responsible for returns lost in the post.

5. Damaged / Faulty Goods

In the unlikely event that an item is found to be faulty or damaged, you may send it back for a replacement or refund. Please contact us within 14 days of receipt of your order and return the goods as per our returns policy above.

We will refund any postage costs incurred when returning items back to us. Overseas, items should only be returned using your country's national postal service. We recommend using an insured delivery method; however we will not accept extra charges for guaranteed next day services or other courier services.

Your replacement goods will be shipped (or your payment will be refunded) within 14 days of receipt of your return minus our administration fee of €5,00.

6. Exchanges

If you would like to exchange your item(s) for different products in our range, please contact us first, within 14 days of receiving your order.

Returned goods must be new, unused and in their original packaging. Please detail which item(s) you would like to receive as a replacement.

We will charge your card for the cost of sending these replacements out to you, as well as any extra balance that your updated order may incur. If you paid with an alternative method, you will need to cover any extra cost before the replacement goods are shipped. If the replacement goods' cost is lower than your returned goods, you will be refunded the difference, minus the shipping costs.

7. Refunds

We will refund the cost of returned goods. Shipping costs are non-refundable & additional administration fee of €5,00

Refunds will be made by crediting your card or by a voucher, depending on the method used for payment.

Refunds will be made within 14 days of receipt of your return.

8. Cancellation

1. Refunds and cancellations are only applicable if the order is still in our offices and was not shipped yet. If you wish to cancel a paid order or be

refunded for a payment, you will need to contact Customer Support as soon as possible. Please note that we charge an administrative fee of € 5 per transaction

9. Discount Vouchers

1. Issued vouchers are valid only at www.nirvanashop.com
2. Vouchers are to be used for one-time purchase only (unless categorically mentioned).
3. Vouchers are to be used by individual customers unless otherwise stated.
4. Voucher codes must be entered at the checkout page.
5. Unless otherwise stated, vouchers are not valid in conjunction with other promotions or discounts.
6. Nirvana vouchers are not exchangeable for cash.

10. Privacy Policy

1. Nirvana will never hand out your personal details to any third party. We use these details solely to process your order.
2. Our occasional newsletter is optional and can be disabled in the My Account section of our site.

11. Legal Notice

2. Importing, stocking and supplying hemp seed is not subject to regulation in pursuance of the 1961 Single Treaty on Narcotics. In countries such as the Netherlands, the freedom to trade hemp seed is clearly incorporated in the National Opium or Narcotics Act legislation.
3. Unfortunately, regulation and implementation of hemp seed legislation often differs from country to country. For this reason we advise you to make inquiries about the regulations governing your country or region.
4. Sometimes exemption can be obtained for industrial, medicinal and agricultural applications.
5. In a number of countries trading in hemp seed does not require a permit. However, a notification requirement is sometimes imposed in the event that hemp seed is exported for the purposes mentioned above.
6. If the notification requirement is applicable, you should inform us or the authorities or both in good time.
7. We dispatch our seeds with the reservation that third parties in conflict with the law will not use them.
8. Nirvana shop does not wish to induce anyone to act in conflict with the

law. We explicitly point out that all those who purchase our seeds are responsible for their actions in the future.

9. Nirvana shop will accept no responsibility in this respect.

12. Limitation of Liability

IN NO EVENT SHALL THE STORE OWNERS, ITS PARENT, SUBSIDIARIES, OR AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, USE, OR PROFITS), HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT THIS COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. YOU AGREE THAT THE COMPANY PARTIES MAXIMUM LIABILITY ARISING FROM ANY PRODUCT SOLD SHALL NOT EXCEED THE PRICE OF SUCH PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTIONS LAW IS APPLICABLE TO THIS AGREEMENT.