

SHOP AMERICA

Website Terms and Conditions of Sale

Welcome to the Shop America website. This page (together with the documents referred to on it) tells you the terms and conditions on which Shop America supply any of the products (the "**Products**") listed on the Website to you. Please read these terms and conditions carefully before ordering any Products from the Website. By placing an order and accepting these terms you agree to be bound by these terms and conditions and the Terms of Use policy set out on the Website.

Privacy

The use of your personal information is covered by the Shop America Privacy Policy, listed at the bottom of our website.

Purpose

The purpose of the Website is to provide a simple and convenient service to our customer, allowing them to browse and order online.

Identity of owner:

Shop America is part of House of Fine Foods

Warehouse address (not a store):

De Kooihoek 16c

3751 LZ Bunschoten-Spakenburg

The Netherlands

Website: <https://www.shopamerica.eu>

E-mail: <https://www.shopamerica.eu/service/email/>

Company registration number: 52808831

VAT identification number: NL182019664B01

Bank account IBAN: NL12KNAB0722896069 SWIFT/BIC KNABNL2H

Paypal: paypal@shopamerica.nl

For all our contact options: <https://www.shopamerica.eu/service/contact/>

Your Status

By placing an order through the Website, you warrant that you are legally capable of entering into binding contracts.

Our status

We may provide links on the Website to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that any products you purchase from third party sellers through the Website, or from companies to whose website we have provided a link on the Website, will be of

satisfactory quality, and any such warranties are disclaimed by Shop America absolutely. This disclaimer does not affect your statutory rights against the other third party seller.

Orders via the Website

After placing an online order via the Website, you will be presented with a screen thanking you for your order and confirming your order has been received and accepted by Shop America.

The contract will be between you and Shop America and will only be formed when you have been presented with the Confirmation Screen.

Where you have placed an order online, you should also receive a confirmation email. Please make sure the email address you provide is correct and your mailbox is in proper working order, as all correspondence regarding your order is sent to this address.

Incorrect personal details may lead to problems, added costs and/or delays in delivery, so please ensure that you have included your correct address (including postcode), email address and contact telephone number when ordering.

Products

All Products are subject to availability when purchased via our Website.

Availability and Delivery

Our goal is to provide the best delivery service in the market which includes maintaining our excellent reputation for on-time delivery. Unfortunately things do not always go to plan and factors, such as weather and traffic conditions, may occasionally prevent us from achieving this.

We will do our best to fulfil your order in accordance with the delivery date and time set out in the confirmation email or within a reasonable time from the time the confirmation email was sent taking into account the volume of orders and circumstances facing Shop America at the time.

Cancellation

Cancellations, returns and refunds are accepted but please notify us before you want to return an item and follow our instructions on the return process. All returns are at the cost of the customers. It is not possible to return food and drink items due to hygienic reasons like storage and temperature control. Also due to fact they have a best before date. We will refund shipping paid on the original order if the full order is returned to us (this is only possible with orders with solely non-food items).

Complaint

In case you have a complaint please e-mail your complaint to: customercare@shopamerica.eu. We will answer complaint as soon as possible, normally within 24 hours, but no later than 14 days from receipt of your e-mail. If we are unable to answer your complaint within 14 days we will inform you about that within 14 days.

Price and Payment

The price of any Products will be as quoted on our Website and may vary from time to time, except in cases of obvious error. Prices include VAT.

Prices are liable to change at any time, but changes will not affect orders placed that you have already paid for or where you have already checked-out and been presented with the Confirmation Screen in an online order (unless, due to a technical error, you have been overcharged for some reason). Despite our best efforts, some of the Products listed on our Website may be incorrectly priced (either due to human or technical error).

Payment for all Products can be by credit card, at the point of ordering or by PayPal. We also accept payment via iDeal (NL), Bancontact (B), Sofort and advanced payment by bank transfer. Valid vouchers may be applied to your order before payment. You may not use more than 1 voucher per transaction. We will charge your account at the point of ordering. If you want to pay afterwards that is only possible by collection in person at our warehouse and paying there by bank or credit card.

Should you choose to pay by credit or debit card via the Website, once your order has been confirmed your credit or debit card will have been authorized and the amount marked for payment. Payment is made directly to the payment processor (Multisafepay or PayPal) and is subsequently passed on by the payment processor to Shop America.

Our Liability

If Shop America fails to comply with these terms and conditions we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or our negligence, up to the amount of the purchase price paid by you for the Products you ordered. However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you purchased from the Website.

We only supply the Products for domestic, private and business use. You agree not to use any of our products for any commercial or re-sale purposes. If you use our products for any commercial or re-sale purposes we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Termination

We reserve the right to decline a new registration, terminate your right to link to the Website under these terms and conditions. If we consider there to be a risk of liability or loss to us or Shop America we may take any action deemed necessary to prevent such a liability or loss from occurring. Shop America may also, in certain circumstances, ask you not to return to its Store and/or place any further orders.

If we terminate your right to link to the Website you must cease linking to the Website immediately. We reserve the right to assign or sub-contract any or all of our rights and obligations under these terms.

Written Confirmation

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (a "**Force Majeure Event**").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- a.) strikes, lock-outs or other industrial action;
- b.) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c.) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- d.) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e.) impossibility of the use of public or private telecommunications networks;
- f.) the acts, decrees, legislation, regulations or restrictions of any government; or
- g.) non-performance by suppliers or subcontractors.

Waiver

If Shop America fails, at any time during the term of a contract, to insist upon strict performance of any of your obligations under any contract or any of these terms and conditions, or if Shop America fails to exercise any of the rights or remedies to which it is entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by Shop America of any default shall not constitute a waiver of any subsequent default.

No waiver by Shop America of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing (email correspondence will be permitted).

Severability

If any of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire Agreement

These terms and conditions and any document expressly referred to in them represent the entire agreement in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. We each acknowledge that, in entering into a contract, neither party has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions. Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

Our right to vary these terms and conditions

Shop America has the right to revise and amend these terms and conditions from time to time. Any changes we make to these terms and conditions will be posted on this page. You will be subject to the policies and terms and conditions in force at the time that you order Product(s) from Shop America, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority.

Third Party Rights

No one other than a party to these terms and conditions shall have any right to enforce any of its terms and conditions.

Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Dutch law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of the Netherlands.