

Kyndly seller Terms and Conditions

Version 1.0 – Effective as of 02-06-2025

These Seller Terms and Conditions ("Terms") govern the relationship between Stichting Green Unity, trading under the name Kyndly ("Kyndly", "we", "our", or "us"), a non-profit organization based on Buspad 1, Veldhoven, The Netherlands, and the registered seller ("Seller", "you" or "your") using the Kyndly platform for the purpose of offering and selling products to consumers ("Customers").

By registering as a Seller on the Kyndly platform, you agree to be bound by these Terms, in addition to any supplemental policies and agreements that may be applicable. Please read these Terms carefully before listing your products.

1. Purpose of the Agreement

Kyndly operates an online marketplace that connects environmentally and ethically responsible brands with conscious consumers. Sellers are permitted to offer and sell their products through the Kyndly platform under the conditions set forth herein.

2. Product Listing and Compliance

2.1. The Seller is solely responsible for the accuracy, completeness, and legality of product listings, including descriptions, pricing, images, and sustainability claims. All listings must adhere to Kyndly's Sustainability Standards and Ethical Guidelines, as outlined separately.

2.2. The Seller guarantees that all products offered:

- Are safe and compliant with all applicable EU and local regulations;
- Do not infringe upon third-party intellectual property rights;
- Are free of greenwashing claims and substantiated with verifiable data if environmental claims are made.

3. Order Fulfillment and Delivery

3.1. The Seller is responsible for timely and correct fulfillment of all orders placed through the Kyndly platform.

3.2. Sellers must use shipping methods that align with Kyndly's sustainable delivery practices, prioritizing carbon-efficient logistics, plastic-free packaging, and, where possible, local distribution.

3.3. The Seller bears all risk of loss or damage to the product until it is delivered to the Customer. In case of missing or damaged goods, the Seller shall resolve the matter directly with the Customer, including offering a replacement, refund, or repair.

4. Returns, Refunds, and Warranty

4.1. The Seller must offer Customers a minimum return period of fourteen (14) calendar days from the date of receipt, in compliance with EU consumer protection laws.

4.2. Products returned in accordance with the return policy shall be refunded in full by the Seller, including original shipping costs if applicable.

4.3. The Seller shall be responsible for honoring applicable legal warranty periods and for resolving any product defects, quality issues, or inaccuracies in product description.

5. Platform Conduct

5.1. Sellers must act in good faith and uphold Kyndly's values of transparency, fairness, and sustainability.

5.2. Any conduct that may harm the reputation, functionality, or values of the Kyndly platform—such as deceptive listings, false advertising, or disrespectful communication—may result in suspension or removal from the platform.

6. Termination of Agreement

6.1. Kyndly reserves the right to suspend or terminate this agreement and the Seller's access to the platform at any time, without prior notice, if the Seller:

- Violates these Terms;
- Engages in unlawful, unethical, or harmful behavior;
- Fails to meet quality or delivery standards;
- Ceases to meet Kyndly's sustainability criteria.

6.2. The Seller may terminate the agreement by providing written notice and ceasing all use of the Kyndly platform. All pending orders must still be fulfilled or refunded.

7. Intellectual Property and Data Use

7.1. By uploading product content (e.g. images, descriptions, logos), the Seller grants Kyndly a non-exclusive, royalty-free, worldwide license to use, reproduce, and display such content for the purpose of operating the platform and promoting the Seller's products.

7.2. The Seller is responsible for ensuring they have the rights to any content uploaded.

7.3. Kyndly may use aggregated, anonymized sales and sustainability data for analytics, impact reporting, or communication purposes.

8. Limitation of Liability

8.1. Kyndly acts solely as an intermediary between the Seller and the Customer and does not assume any liability for the Seller's products, warranties, delivery performance, or compliance with applicable laws.

8.2. Kyndly shall not be liable for any indirect, incidental, or consequential damages resulting from the Seller's use of the platform, including lost profits or reputational damage.

9. Commission and Payments

9.1. Kyndly retains a commission percentage on each sale as outlined in the separate seller agreement or onboarding document. The remaining balance shall be transferred to the Seller according to the agreed payout schedule.

9.2. Kyndly reserves the right to withhold payment in case of open disputes, fraudulent activity, or breach of these Terms.

10. Modifications to Terms

10.1. Kyndly may amend these Terms at any time. Sellers will be notified of material changes in writing or via platform notifications.

10.2. Continued use of the platform after the effective date of the revised Terms constitutes acceptance of the changes.

11. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of The Netherlands. Any disputes arising from this agreement shall be subject to the exclusive jurisdiction of the competent courts of Den Bosch, The Netherlands.

Contact

For questions regarding these Terms or your seller account, please contact:

 support@kyndly.nl