

Terms and Conditions – HeartMath Europe (June 2025)

Article 1 – Definitions

HeartMath Europe: the company that provides products and services in the field of biofeedback, heart coherence, and stress management.

Customer: any natural or legal person entering into an agreement with HeartMath Europe.

Products: physical goods such as biofeedback devices, books, posters, etc.

Services: training sessions, workshops, coaching, and other educational programs, both online and in-person.

Agreement: any arrangement between HeartMath Europe and the customer for the supply of products and/or services.

Article 2 – Applicability

These general terms and conditions apply to all offers, quotations, agreements, and deliveries by HeartMath Europe.

Deviations are only binding if agreed upon in writing.

If the customer uses their own general terms and conditions, they are explicitly rejected.

Article 3 – Offers and Prices

All offers are non-binding unless explicitly stated otherwise.

All prices are listed in euros and include VAT.

HeartMath Europe reserves the right to change prices. Any changes will be communicated to the customer in a timely manner.

Article 4 – Conclusion of the Agreement

An agreement is concluded after written or electronic confirmation by HeartMath Europe, or once execution has commenced.

For online orders, the confirmation email serves as proof of agreement.

Article 5 – Delivery of Products

Products are delivered to the address provided by the customer.

Delivery times are indicative. Delays do not entitle the customer to compensation or cancellation, unless in cases of intent or gross negligence.

The risk of loss or damage transfers to the customer or their carrier upon delivery.

Article 6 – Right of Withdrawal and Cancellation

6.1 Products – 30-day money-back guarantee

Products may be returned within 30 days from the invoice date, provided they:

- are returned in their original condition, and
- if possible, in their original packaging.

Return shipping costs are borne by the customer. Upon proper receipt of the returned product, the full purchase amount (including VAT) will be refunded within 14 days.

6.2 Cancellation of Training and Workshops

- A cancellation can only be communicated in writing.
- Upon receipt of the cancellation request, if already paid, any refund amount will be refunded within 10 working days to the account number used for registration and payment in accordance with the cancellation policy.

In-person and live online training (with a fixed start date):

- In case of cancellation up to six weeks before the start of the training, 10% of the course fee is due. In the event of cancellation within six to four weeks before the start of the training, 25% of the course fee will be due and 50% will be charged in case of cancellation within four to two weeks before the start. After that the full amount will be due.
- It is possible to send a replacement for the training in consultation with HeartMath Europe.
- In case of special circumstances or insufficient participation, we reserve the right to cancel workshops or change course dates. In such cases, possible alternatives are discussed with the participants. HeartMath Europe accepts no liability for any costs arising for the participant from canceling, interrupting or changing.

On-demand or self-study programs (without a fixed start date):

- No refund or withdrawal is possible once access is used or activated
- If not yet started, the statutory 14-day right of withdrawal applies

Cancellation by HeartMath Europe:

- In case of cancellation due to force majeure or insufficient participants, the full amount will be refunded or an alternative date/program will be offered.

Article 7 – Payment

Payment must be made within 30 days of the invoice date, unless otherwise agreed in writing.

In case of late payment, the customer is legally in default. Statutory interest and collection costs may be charged.

Article 8 – Intellectual Property

All materials, handouts, content, and techniques shared during training or through products remain the property of HeartMath Europe or its licensors.

Commercial use, reproduction, or distribution is only permitted with explicit written consent.

Article 9 – Liability

HeartMath Europe is not liable for indirect damage, consequential loss, or loss of profit.

Liability is always limited to the amount of the relevant order or training.

Use of biofeedback equipment and application of techniques is at the customer's own responsibility.

Article 10 – Force Majeure

In case of force majeure, HeartMath Europe has the right to suspend delivery or dissolve the agreement without liability for damages.

Force majeure includes (but is not limited to): illness of trainers, government measures, pandemics, delivery disruptions, internet outages, and extreme weather conditions.

Article 11 – Complaints and Disputes

Complaints must be reported in writing within 7 days of delivery or the training date.

HeartMath Europe will make every effort to resolve complaints within a reasonable timeframe.

These terms are governed exclusively by Dutch law. Disputes will be resolved preferably through consultation; if not, the competent court in the Netherlands has jurisdiction.