

TERMS AND CONDITIONS

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Article 1 - Identity of the seller

Babimex NV
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B - 2340 Beerse
E-mail: info@babimex.be
Phone: +32 (0)14 61 02 79
Company number: 0407.628.444
VAT number: BE0407.628.444

Article 2 - Applicability & conditions

1. The general conditions apply to any offer from us as a merchant to you as a consumer (any natural person who, exclusively for non-professional purposes, acquires or uses products or services put on the market).
2. We deliver only in Belgium and the Netherlands. If you provide a delivery address in another country, the order may be refused.
3. Young people under 18 or incapacitated persons must be represented by their legal representative, who is also bound by the terms and conditions of sale.
4. Placing an order on the website constitutes express acceptance of our general terms and conditions of sale, which are always available on the website.
5. If additional special terms and conditions apply in addition to these general terms and conditions, the above also applies to those special terms and conditions. Should our general terms and conditions conflict with those special terms and conditions, you, the consumer, can always invoke the most advantageous text in your favour.

Article 3 - Our offer and your order

1. If an offer only has a limited period of validity or is subject to certain conditions, this is explicitly stated on our website.
2. The goods offered for sale are described as accurately as possible. The description is in any case sufficiently detailed to allow you to make a proper assessment. The images used are a true representation of the goods and/or services offered. Possible mistakes or errors in the offer do not bind us.
3. To purchase a product, add the product to your shopping basket. Then enter your contact and billing details and the desired delivery address.
4. Your order is complete and the agreement between us is final as soon as we receive approval from the card issuer for your credit or debit card payment transaction. We accept Visa, Mastercard, Maestro, Bancontact, iDeal and Sofort Banking. If your card issuer refuses to agree to your payment to us, we cannot be held responsible for delays in delivery and/or non-delivery of your order. Orders without valid payment in the name of the registered cardholder will not be accepted or processed.
5. A summary of your order will then appear. Continue. Now your purchase is final. You will receive confirmation of your order by email.
6. The shipper, GLS, will inform you in advance by SMS or e-mail about the day of delivery of your parcel. Is that day not convenient? No problem, you can postpone your delivery. On the day itself, you will be informed by e-mail or text message of the 1-hour period within which your parcel will arrive.

Article 4 - Right of withdrawal

1. If you buy goods or services from us, you have the right for 14 days from delivery to decide whether you want to keep the goods or not. You can then return the order without paying a penalty and without giving a reason (the shipping costs are on your account).
2. Within 14 days after we have received the order back, the full purchase price will be refunded. In this case, it is necessary to let us know your bank account number via the return document.
3. You will therefore bear the cost of returning the goods. The original transport costs will only be refunded if the entire order is returned. If only part of the order is returned, Babimex NV retains the right to retain the originally paid transport costs.
4. During the first 14 days after delivery, we expect you to handle the order and its packaging with care. If you still wish to return the goods as described above, you may only unpack or use them to the extent necessary to assess whether you wish to keep the goods. Returned goods may be fitted, but must not have been used, and must be clean and undamaged.
5. If you are returning the goods, this must be done if possible together with the original packaging, with all delivered accessories and in the original condition and packaging and taking into account our instructions below.
6. The return package can be returned via post or courier.
7. To exercise your right of withdrawal on delivery of goods quickly and correctly, please complete the return form and include it in the parcel and send it to: Babimex NV, Dennenlaan 9, 2340 Beerse, Belgium. We will send you a confirmation of receipt of your revocation by e-mail.

Article 5 - The price

1. Our prices include all taxes, VAT and duties. We may decide to charge shipping costs on top of the purchase price. Where applicable, we will always notify you before you finally place your purchase.
2. From a purchase of €50, we do not charge and shipping is free. For an order with a value of less than €50, we charge a shipping cost of €5.

Article 6 - Payment

1. We only accept the following payment methods: Visa, Mastercard, Maestro, Bancontact, iDeal and Sofort Banking.
2. To ensure a secure online payment and the safety of your personal data, transaction data is sent over the Internet encrypted with SSL technology. No special software is required to pay with SSL. You will recognise a secure SSL connection by the "lock" in the lower status bar of your browser.

Article 7 - Conformity and warranty

1. We guarantee that our goods conform to your order and meet the normal expectations you may have of them taking into account the specifications of the product. Of course, we also guarantee that our goods comply with all laws existing at the time of your order, including the legal guarantee of 2 years.

Article 8 - Delivery and execution

1. All goods and services shall be delivered to the address indicated in the order.
2. When an item is in stock, it will be offered to your delivery address within 1 to 4 working days. If an article of your order is out of stock, we will contact you by email.
3. Shipping is done via courier service GLS. They deliver the parcel to your chosen address, which is best an address where you are present between 9am-17pm (e.g. at work). If you are not at home, the parcel is automatically taken to a Pickup parcel shop near you. This way, you will have your parcel in your possession as soon as possible and you decide when you will pick it up. The driver will leave a notice in your letterbox stating the address of the Pickup Parcel Shop and the time from when you can collect the parcel. You will receive an e-mail notification from GLS when the parcel has been delivered to the Pickup parcel shop.
4. Bring your ID with you when you pick up your parcel. You will have 7 days to collect it, after which the parcel will be returned to us.
5. On www.gls.be you can check the status of your parcel and find more information about Pickup parcel shops (locations, opening hours...).
6. If we cannot deliver on time, we will always notify you before the expiry of the scheduled delivery period. If we fail to do so, you may cancel the order free of charge. In that case we will refund you at the latest within 30 days after cancellation.
7. Our shipments are always made at our risk. So no worries about lost goods during shipment. However, if goods are returned within 14 days of purchase because you prefer not to keep them, you are responsible for their transport.
8. If the goods delivered by us were damaged during transport, do not match the items listed on the delivery note or do not match the items you had ordered, you must report this within 48 hours of receipt and return the items to us within 14 calendar days of receipt. You must use the return form provided for this purpose. If you have any questions when completing this return form, please contact one of our employees at the e-mail address: sales@babimex.be
9. We cannot be held responsible for any consequential damages due to late delivery or non-delivery by the carrier appointed by the company. Our liability in such cases is limited to the value of the items proven not to have been received by the customer.

Article 9 - Force majeure

1. In case of force majeure, we are not obliged to fulfil our obligations. In that case, we may either suspend our obligations for the duration of the force majeure or dissolve the agreement definitively.
2. Force majeure is any circumstance beyond our will and control that prevents the fulfilment of all or part of our obligations. By this we mean, inter alia, strikes, fire, operational failures, energy failures, failures in a (telecommunication) network or connection or communication systems used and/or the unavailability of our website at any time, non-delivery or non-timely delivery by suppliers or other third parties engaged,

Article 10 - Intellectual property

1. Our website, logos, texts, photos, names and in general all our communications are protected by intellectual property rights which are held either by us, our suppliers or other right holders.

Article 11 - Complaints procedure and disputes

1. Babimex NV strives for optimal customer satisfaction. Should you nevertheless have any complaints about our goods or services, please contact us at sales@babimex.be. We will do our utmost to deal with your complaint within 7 days.
2. All agreements we conclude with our customers, regardless of their place of residence, are governed exclusively by Belgian law and, in the event of disputes, only the competent Belgian courts have jurisdiction. If for reasons of international law another law does apply, the interpretation of these general terms and conditions will primarily refer to the Belgian Economic Law Code, Book VI "Market Practices and Consumer Protection".