

GENERAL TERMS & CONDITIONS BABY PLUS IN COORPORATION WITH TRUSTED SHOPS

The following terms and conditions apply to all orders placed via our online shop by consumers or traders. These terms also apply to traders for future commercial relations without the need for any formal expression thereof. Unless expressly approved by us to the contrary, we cannot accept the contractual validity of any conflicting or complementary general terms and conditions used by any trader.

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ARTICLE I – INFORMATION ABOUT US

Baby Plus BV
De Corantijn 37D
1689 AN Zwaag
The Netherlands

Phone number: +31 (0) 229 215186

Opening hours:

Monday: 13:00 - 17:30 hours
Tuesday: 09:30 – 17:30 hours
Wednesday: 09:30 – 17:30 hours
Thursday: 09:30 – 17:30 hours
Friday: 09:30 – 17:30 hours

E-mail address: info@babyplus.nl

Chamber of Commerce number: 360.37.595
VAT identification number: NL 009867 892 B01

ARTICLE 2 – PRIVACY AND THE GENERAL DATA PROTECTION REGULATION

For everyone who places an order or contacts Baby Plus our [Privacy Policy](#) applies. When processing orders Baby Plus shares personal data with third parties, for example to make safe online payment possible or deliver your order. The privacy policy of Baby Plus is an integral part of these general terms and conditions.

ARTICLE 3 – ORDER

Please follow the instructions provided on this website to place an order. In the process of an order you're able to check and edit your data before completing it. By clicking the button 'Pay and order' your order will be placed.

You'll receive an automated generated email order confirmation where we officially accept your order. With this email the agreement is concluded. The agreement only relates to the specific goods which are mentioned in our confirmation email. Please read and check this information in this email to ensure it is correct.

If the details in the confirmation email are not correct, or if you are not satisfied with the details in the email, please contact us at info@babyplus.nl.

The contractual language is English.

Where we accept your order, we have a legal obligation to supply goods in accordance with these terms.

ARTICLE 4 – PRODUCT & SHIPPING COSTS

Information on this website regarding prices is subject to change by us without notice. The prices displayed at the time of the order are the prices that apply.

Occasionally an error may occur and goods may be incorrectly priced. In that case we are not obliged to deliver the goods (for this incorrect price).

We will either cancel your order and refund the amount paid, or we will contact you and ask you (based on the correct price) to proceed with the order. If we are unable to contact you or if you do not wish to proceed with the order (based on the correct price), we will cancel your order and refund the price you have already paid. If the correct price of the goods is less than our stated price, we may (at our discretion) proceed with your order and charge the lesser amount upon shipment.

Unless otherwise stated, all prices include VAT (if applicable), but exclude shipping costs. Shipping costs can be consulted [here](#). These will be reported to you separately before you place your order, after which they will also be confirmed by e-mail.

ARTICLE 5 – AVAILABILITY AND DELIVERY

Information on this website regarding availability is subject to change without notice. We cannot guarantee the constant availability of the products on this site. All orders are subject to current availability at all times.

We deliver in the Netherlands, Belgium and in general to all countries within the European Union. A complete and current overview of these countries (including shipping costs) can be found [here](#). We deliver the goods ordered by you to the address you provide us with when you place your order on this site.

Delivery will be made based on the information on the product pages after your order has been accepted.

We will make reasonable efforts to deliver the goods on the agreed date. If no date is stated, we will deliver the goods within 30 days of the day on which you have placed your order and it has been accepted by us.

In the event of unforeseen circumstances (e.g. unfavourable weather conditions, unpredictable delays due to traffic jams, road works, diversions or mechanical failures) we may not be able to deliver the goods within these time limits and we will not be liable for any delay or failure to fulfil the goods if the delay is wholly or partly caused by such circumstances. In the event that a delivery does not take place, we will agree an alternative delivery date with you.

We are also not responsible for any delay in delivery caused by the unavailability of someone to take delivery of the products. It is your responsibility to contact the post office or courier regarding the goods that could not be delivered because you were not available.

ARTICLE 6 – RIGHT OF WITHDRAWAL

You have the right to withdraw from the agreement within 14 days without stating reasons. The withdrawal period expires 14 days after the day on which you or a third party designated by you, who is not the carrier, takes physical possession of the good.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from the contract by means of an unambiguous statement (e.g. in writing by post, fax or e-mail). You can use the [model withdrawal form](#) for this, but you are not obliged to do so. To comply with the withdrawal period, it is sufficient to send your communication regarding your exercise of the right of withdrawal before the withdrawal period has expired.

If you revoke the agreement, you will receive all payments that you have made up to that point, including delivery costs (with the exception of any additional costs resulting from your choice of a method of delivery other than the cheapest standard delivery offered by us) without delay and in any case no later than 14 days after we have been informed of your decision to withdraw from the agreement. We will refund you with the same payment method with which you made the original transaction, unless you have expressly agreed otherwise; in any event, no fees will be charged for such reimbursement.

We may withhold reimbursement until we have received the goods back, or you have demonstrated that you have returned the goods, whichever comes first.

You must return or hand over the goods to us without delay, but in any case no later than 14 days after the day on which you informed us of the decision to withdraw from the agreement. You are on time if you return the goods before the period of 14 days has expired.

The direct costs of the return are for your account.

You are only liable for the decrease in value of the goods resulting from the use of the goods, which goes beyond what is necessary to establish the nature, characteristics and functioning of the goods. Excluded from the right of withdrawal is a consumer purchase that concerns the delivery of:

- products manufactured according to consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
- products that spoil quickly or that have a limited shelf life;
- products that are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery;
- products that have been irrevocably mixed with other items after delivery due to their nature;
- audio and video recordings and computer software of which the seal has been broken after delivery;
- newspapers, periodicals or magazines, with the exception of an agreement for the regular delivery of such publications (a subscription);

ARTICLE 7 – WARRANTY

Without limiting your right of withdrawal, you can return the product to us, e.g. if the product is not the ordered product, if it is damaged or defective or if it concerns an incorrectly delivered quantity.

If goods are delivered with visible transport damage, you must immediately report this damage - if possible - to the delivery person and contact us as soon as possible. If you do not make a complaint or do not contact us, this will not affect your legal rights and their enforcement, in particular with regard to your legal right to warranty. But you help us to assert our own rights against the freight carrier or the transport insurance.

Once we have confirmed the defect or other issue, we will:

- provide a full refund
- provide a full refund for damaged or defective goods if this is within a reasonable time after the sale, or
- at your option, repair or replace the goods at our expense (including the cost of postage) unless this is impossible or disproportionately expensive. In this case, you will receive a refund of the amount already paid for these goods.

We will keep you informed about the refund within a reasonable time. We usually process the refund request as soon as possible and in any case no later than 30 days after the refund confirmation email for damaged or defective products.

ARTICLE 8 – OWNERSHIP

Purchased products remain our property until they have been paid in full. Once the goods have been delivered to you or a third party designated by you, you bear the risk and are liable accordingly.

ARTICLE 9 – LIABILITY

Unless expressly agreed otherwise in the following, the statutory regulation regarding liability for defects applies.

The above limitations and shortened time limits do not apply to claims for damages caused by ourselves, our legal representatives or agents:

- in case of damage to body, life or health
- in case of wilful or grossly negligent breach of duty and in case of bad faith
- in the event of a breach of essential contractual obligations, the fulfilment of which is indispensable for the proper execution of the agreement and on the fulfilment of which the other party to the agreement may normally rely (cardinal obligations)
- in the context of a given guarantee, insofar as agreed.

ARTICLE 10 – GENERAL

If a provision of these General Terms and Conditions is invalid or inadmissible, this does not limit the effect of the other provisions.

We may change or otherwise edit these Terms and Conditions from time to time without notice. Please check our website regularly to see which General Terms and Conditions currently apply.

ARTICLE 11 – APPLICABLE LAW

Dutch law is applied to these conditions. Any agreement for the purchase of goods on this website and all disputes arising in connection therewith are also governed by Dutch law.

ARTICLE 12 – ONLINE DISPUTE RESOLUTION

The European Commission provides an online dispute resolution platform for consumers, which you can find at <https://ec.europa.eu/consumers/odr/>. We participate voluntarily in this dispute resolution procedure.