

# 1 General Terms & Conditions

## 1.1 Identification

Barú NV manages the website & webshop [www.baru.be](http://www.baru.be). Barú PLC is a public limited company with head office in 3590 Diepenbeek, Industrielaan 4, registered in Hasselt with VAT number BE0859819084. Contact Barú NV by: Phone: +32 (0)11 85 05 60 or Email: [shop@baru.be](mailto:shop@baru.be)

Bankinginfo: BELFIUS BE11 5523 2980 0048      BIC GKCCBEBB

## 1.2 Accuracy of Content

Barú NV is committed to modifying the information of its Shop in time. However, it is not possible to exclude all errors. There may be inaccuracies or typing errors in the information and/or other data.

The information about products, pricing, and delivery dates, as well as the detailed shipping guidelines on the website are communicated to the customers for information purposes only and may be modified by Barú nv without prior notice. For more information, customers should visit the "Order information page". Barú aims to provide accurate product information and accurately reflect the colors of the products. However, weights, dimensions, and volumes of products remain approaches, and it is not guaranteed that each screen displays a color identical, or that the color may not differ when a product is received.

## 1.3 Prices

All prices are listed on the website and include VAT for deliveries within the EU and exclude shipping costs.

The currency is always clearly stated.

If an error is found in the price of the products you have ordered or in the delivery charge, we will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel before packing and shipping, we will refund or re-credit you for the sum that has been debited from your credit card for the products.

Deliveries outside the European Union may lead to taxes which must be paid by the recipient.

## 1.4 Order online

Ordering is allowed as from 18 years of age or older. Minors (younger than 18 years old) shall not send personal information or place orders and shall only use the services of the Shop under supervision and with approval of a parent or custodian. Barú shall not be liable for any use of the Shop by children or minors and shall reserve the right to refuse any orders placed by children or minors.

The ordering process includes the following steps:

1. Choose your product and add it to the shopping cart;
2. Enter the shipping address;
3. Make the payment via payment provider Mollie
4. You receive an order confirmation

## **1.4 You will have the opportunity to view a summary of your order.**

After placing an order, you will receive an email from Barú confirming receipt of the order. If you pay with a credit card, you will also receive an email with the status of your payment. As soon as the goods are shipped you will also receive a notification. All orders are subject to any stock fluctuations. In case of unexpected stock breach we will inform you and we reserve the right to cancel the order.

The general terms and conditions shall apply to any legal relationship between Barú and the User. The User shall explicitly confirm this during the ordering process.

## **1.5 Payment**

The payment options we offer are mentioned on our Shop. We offer the following payment options :

- Bancontact
- Credit Card (Visa/Mastercard)
- PayPal
- KBC/CBC Payment Button
- iDEAL

The amount will be charged in the currency in which you ordered. Mollie will also send you an update. Please refer to the Privacy Policy posted in the Site for further information regarding Internet fraud and secure payment.

Barú nv retains title in the sold goods until we have received full payment of the price and shipping charges, and possible late payment interests and/or indemnities.

## **1.6 Sale Agreement**

No sale agreement will exist between you and Barú until the products are packed and shipped by our fulfilment partner ShopWeDo in Mechelen.

Barú nv reserves the right to refuse an order, wholly or partially, in the following cases :

- If your order is flagged by the security systems as an unusual order or an order suspected of fraud;
- In case of a stock issue or when a product is no longer available
- If we have reason to believe you are a reseller;

- If there was an error in the price quote;
- In the event of force majeure.

## **1.7 Countries supplied and delivery restrictions**

Products are only delivered in the countries for which the website allows delivery.

Special rules:

- PO Box addresses and military APO addresses are not accepted.
- Products will be delivered Monday through Friday, except public holidays.

## **1.8 Deliveries**

Products are only delivered in the countries for which the website allows delivery (see item 7).

Delivery will, as far as possible, be done within the time specified in the individual order confirmation. Any delay will in no event give rise to damages.

Incorrect delivery addresses are the responsibility of the User and may give rise to additional charges that will be collected from the User. Almost all goods are shipped from fulfilment partner ShopWeDo in Mechelen, Belgium.

If your order is not delivered in time, you can contact us at any time at: [shop@baru.be](mailto:shop@baru.be) indicating your customer number or order number. Should we not be able to dispatch your order within 30 days of the order confirmation email, you can cancel this order free of charge and the refund will be guaranteed.

The shipment is always carried out by a professional courier. A signature is required for receiving the goods. You agree that a shipment may be delivered to a person other than the Applicant, if it is at the address indicated by you. If no-one is present at time of delivery, you will be asked to make a new appointment for a 2nd delivery attempt. This can be done by phone or via a card in the mailbox.

## **1.9 Inadequate product or incorrect delivery**

Upon receipt you must immediately inspect the goods. If you believe that the goods are not in accordance with the order, do not sign the delivery note and / or clearly state the problem on the courier's receipt.

Please notify us of the problem within 24 hours, stating your order number, by sending an email to the following email address: [shop@baru.be](mailto:shop@baru.be)

## **1.10 Complaints handling**

Filed complaints shall be answered within 14 days following your order's receipt date. If a complaint requires a foreseeable longer processing time, we shall acknowledge receipt of your message within 14 days, indicating when you can expect a more elaborate answer. A member of our team will handle your complaint with the utmost care.

If it is not possible to come to a solution or agreement via our internal complaints service via [shop@baru.be](mailto:shop@baru.be) or by phone +32 11 85 05 60 or by filling out our contact form, you are able to approach safeshops.be .

If Safeshops.be accepts your complaint, safeshops.be will mediate between you – as a customer – and us – BARÚ NV. An official complaint needs to be filled out and filed via a complaint form. This complaint file is accessible via <https://www.safeshops.be/nl/consumers-complaints/> . This way safeshops.be receives all information in order to process and treat your complaint.

As a consumer, you are also able to contact :

- the “Consumer Mediation Service” via <https://consumentenombudsdienst.be/nl>
- the “European Commission” via <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=>

to address a complaint and help find a solution.

## **1.11 Distance Selling – Right of Retraction/Cancellation**

*The consumer has the right to notify the seller that he waives the purchase without payment of a fine and without a statement of reasons within 14 calendar days from the day following delivery.*

In case the consumer invokes this possibility, he must return the goods to ShopWeDo at his own risk and costs. Goods designed specifically for the User and/or which can spoil quickly will not be taken back and the User cannot rely on the waiver clause.

Returned goods will only be accepted by ShopWeDo, provided you have not put the items in use. Returned goods may be tested, but not used. When returning the goods, you will also have to return all delivered accessories.

For a return, follow the procedure below:

Step 1: Contact [Shop@baru.be](mailto:Shop@baru.be) and state your order number. We will send you our return instructions by email. The return costs, which we will mention in this email, are at your expense.

Step 2: Pack the goods before returning them (do not return any used goods), if possible in the original packaging and complete with original labels, accessories. We suggest using the original packaging as this ensures that damage during return is avoided. If it is not possible, you can use a different type of packaging. If products are damaged due to insufficient packaging or wrapping, we may have to decrease the value of the returned goods.

Step 3: Print the return label and stick it on the box/boxes. The received label will contain all information to make sure the return goes smoothly (your information, our shipping address, the courier name).

Step 4: If you have questions after step 3, please do not hesitate to contact us. If no questions, you must return the goods to us within 14 days.

Step 5: We will refund you within 14 days:

starting on the 'date of receipt' of the returned goods. We will refund you within 14 days after receiving the returned goods..

or

starting on the 'shipping date'. In this case we require a 'proof of the shipping'. We will refund you within 14 days after shipping.

We can refuse repayment as long as we have not received the returned goods or until you have shown you have returned the goods, depending on which event occurs first.

We may have to decrease the value of the returned goods if these are damaged or incomplete. Should the returned goods be incomplete or damaged, we will inform you as soon as possible.

Note: Goods that have been designed specifically for the User and/or goods that can perish quickly (such as, without being limited to, confectionery) shall not be returned and the User may not rely upon the renunciation clause.

Only online purchased goods can be returned. For all other returns, you should turn to the store where you purchased the goods.

In order to exercise your right to retraction/cancellation quickly and correctly, you can fill out the form below and send it to [shop@baru.be](mailto:shop@baru.be). We will send you an acknowledgement of your retraction/cancellation by email.

You can also download the form [here](#).

"MODEL WITHDRAWAL FORM"

(Only fill out and send this form if you wish the withdrawal the agreement) - *To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:*

*I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),*

- Ordered on (\*)/received on (\*),
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

*(\*) Delete as appropriate.*

## **1.12 Limitation of Liability**

### **1.12.1 Use of the Site**

Barú NV is not responsible for any discontinued availability or access to the website, malfunctions depending on the computer system, viruses or other inconveniences that may arise from the use of this website (including but not limited to 'loss of profit').

### **1.12.2 Legal Warranty**

For consumers, the 2 year legal warranty applies. This warranty only covers a lack of agreement that already exists in the delivery of the goods. During the aforementioned period, the Seller undertakes to replace or repair the defective item (or a part of it) free of charge. The Seller shall reserve the right to exchange the item in the event the costs are out of proportion, or if it cannot be repaired. Any defects that manifest more than 6 months after delivery, shall be deemed not present at the time of the delivery, unless the contrary is proved by the client.

### **1.12.3 Warranty conditions**

In order to take up a warranty, the client shall be able to submit the proof of purchase or invoice. The warranty shall not be transferrable. Any defects shall be notified within 2 months following their detection. After this 2-month period, there shall be no further entitlement to repair or exchange.

### **1.12.4 Exclusions**

The warranty shall never apply to defects resulting from accidents, deterioration of the condition due to negligence, crashes, usage of the item contrary to the purpose it was designed for, non-compliance with usage instructions or the manual, adjustments or modifications made to the device, harsh handling, incorrect assembly, bad maintenance and abnormal, commercial or incorrect use. In addition, the warranty shall not apply to items with a short lifespan or in the event a third party, not assigned by the Seller, intervenes.

### **1.12.5 Use of the goods**

Barú is not responsible for the loss or material or other damage, of any kind, which the User or a third party may suffer from using the goods. For any food items, it is recommended that persons with allergies, diabetes or any other health issues carefully read each product label containing nutritional information.

### **1.12.6 Delivery and other exclusions:**

Barú cannot be held liable for failure to comply with any term, as all terms are purely indicative without any obligation under Barú, nor for any other damage that may be caused by her fault or her Negligence, even in the event of a serious error. Any consequential damage or any other

damage that cannot be provided by one of the parties at the time of conclusion of the sales agreement is excluded from compensation. The full liability of Barú will never exceed the purchase price of the product in question.

## 1.14 Termination

Cancellation by Barú of the sales contract is always possible without prior notice.

## 1.15 Intellectual Property Rights

Barú has developed this website for your personal and non-commercial purposes. All rights, and in particular all Intellectual Property Rights, associated with this Site are governed by and are the exclusive property of Barú NV. Based on these rights, it is forbidden to modify, copy, disseminate, transmit, reproduce, publish information or material contained on the Site and Shop or create derivative works.

All of this, except for the following: You may download content and make one copy for purely personal, non-commercial use, provided that you maintain in its original state the content of the material on which the Intellectual Property Rights apply. Copying or storing any content outside of personal, non-commercial use is not allowed. All other trademarks, signs, illustrations, images or emblems appearing on our products, accessories or packaging are and remain the exclusive property of Barú NV. The reproduction of this, in whole or in part, for any reason or for any means, is strictly prohibited. Also, the use of any combination with another sign, symbol, emblem or other distinctive sign is prohibited.

### 16 Legislation

Disputes concerning the conclusion, validity, interpretation or performance of the contract or of the current General Terms and Conditions are governed by Belgian law and under the jurisdiction of the Brussels Courts without prejudice to the right of the consumer to bring a dispute before the judge who is empowered by mandatory legislation. All parties accept the electronic evidence within the framework of their relationships (for example: email, backups, ...).

If any of the above conditions should be annulled, all other conditions will remain valid to the fullest extent permitted by the law.

In compliance with art. 14.1 of Regulation (EU) No 524/2013, you can appeal to the European Commission's alternative online dispute settlement.

### 17 End

This agreement supersedes any prior agreement with the User. For any questions, comments or technical issues regarding this website you may contact us through the following information: [shop@baru.be](mailto:shop@baru.be) and T. +32 (0)11 85 05 60.

You can download a pdf file of our Terms and Conditions [here](#).

Updated on 09/05/2022



## **2 TERMS AND CONDITIONS FOR CONTESTS OR GIVEAWAYS ORGANIZED AND PUBLISHED BY BARÚ**

Please read our terms & conditions for contests and giveaways organized by us - BARÚ - carefully before you agree and submit your information. If you take part in a contest or giveaway and submit your information, you declare you agree with the rules and the terms & conditions as mentioned below.

These terms and conditions apply to any contests or giveaways organized and published by BARÚ. Every person\* can participate in any contest or giveaway for free and without any obligation to buy any products. If you participate in any contests or giveaways organized and published by BARÚ, you expressly acknowledge and agree that social media channels such as Instagram, Facebook and Twitter are in no way responsible, associated or liable for anything related to the contests/giveaways.

### **2.1 IMPORTANT INFORMATION ABOUT YOUR PARTICIPATION**

Every participant has to :

- follow all the rules in order to be eligible for the draw.
- Be 18 years or older
- certify that the content you submit does not violate any rights of other third parties or any law.

Sometimes certain contests or giveaways are limited to a country or area. If this is the case, BARÚ will clearly state this in the contest or giveaway rules.

### **2.2 YOUR SUBMISSION**

By participating and submitting any content (photos, videos, etc.), you agree that BARÚ can use this content for marketing/advertising/promoting purposes. We can use or edit the content you have submitted. For instance, we may use your photo to share or repost it on our social media account with our own followers. You agree that the use by us is free of any charges. Our channels include but are not limited to: Instagram, Facebook, Twitter, Pinterest and [www.baru.be](http://www.baru.be). A person can only submit one entry.

### **2.3 DISQUALIFICATION FROM A CONTEST OR GIVEAWAY**

BARÚ reserves the right to disqualify any participants from a contest or giveaway if we have justifiable evidence to do so. Examples of reasons for disqualification include but are not limited to : manipulation of the contest, influencing the contest, etc.

### **2.4 HOW WE SELECT & INFORM THE WINNER(S)**

Firstly, a participant can only be eligible if every step has been followed. After verifying that all steps have been completed or all rules have been followed, we will judge entries that have been submitted on their level of fun, creativity or originality - unless otherwise specified.

The account owner (ie. BARÚ) will select the winner(s).

We do not take any entries from BARÚ employees or any of their direct family members.

BARÚ will contact and inform the winner(s) as soon as possible after they have been chosen on the stated announcement date.

The winner(s) will be contacted via Facebook, Instagram, email or a direct message on our social media; or they will be asked to send an email to [info@baru.be](mailto:info@baru.be) with their details.

A winner has 7 days to respond and submit their contact details and address to BARÚ. This information is needed for BARÚ to be able to send the prize.

In case the winner does not reply within 7 days, the prize will not be sent and the prize will be cancelled and cannot be reclaimed.

We only send the prize directly to the winner and only to the address that the winner has provided us with. The prize will be as stated in the contest or giveaway.

BARÚ is entitled to change to the content of the prize if we think this is necessary. The prize will remain the same value. For instance, in the event of a stock shortage we may switch a product for another product of the same value.

We do not exchange any prize for an equivalent cash value.

## **2.5 TERMS & CONDITIONS : UPDATES**

BARÚ reserves the right to change these Terms and Conditions or terminate the Contest at any time. BARÚ will communicate any changes or termination on our website [www.baru.be](http://www.baru.be) and/or on our social media channels.

## **2.6 PERSONAL INFORMATION**

Any personal data that you as a participant provide to BARÚ, in connection to contests, will be saved by us. BARÚ is entitled to give any personal data to third parties involved in the contest, in order to provide a winner with a prize. For instance, we need to give your address to the post office so they can deliver the package with your prize. Any information you provide to BARÚ must be accurate and complete. We only ask for information that is necessary to be able to send your prize (name, address, email address and/or phone number).

You have the right to request access to the personal data that we store about you. You also have the right to request that incorrect or incomplete personal data is corrected. Furthermore, you have the right, to the extent our processing is based on your consent, to at any time revoke your consent to our processing of your personal data. Please read our [Privacy&Cookies Policy](#) here for more information about your personal data.

Should you have any issues or questions about all of this, please do not hesitate to contact us.  
You can contact us as follows :

by post : BARÚ nv, Industrielaan 4, 3590 Diepenbeek, Belgium

by email : [info@baru.be](mailto:info@baru.be)

by phone : +32 11 85 05 60

You also have the right to lodge a complaint with the Commission for the Protection of Privacy should you wish.

Please read our complete **Privacy&Cookies Policy**.

Updated on 09/05/2022.