



GENERAL CUSTOMER TERMS AND CONDITIONS

General Customer Conditions Bakr&Berg B.V. for customers who order products online via the website www.bakrberg.com.

Article 1 – Applicability

1.1 These General Customer Terms and Conditions apply to all offers, legal acts, deliveries and activities, including possible advice, and agreements performed by Bakr&Berg B.V. with regard to the sale and delivery of products via the Bakr&Berg website. 1.2 Placing orders on the Bakr&Berg Website means an automatic acceptance of the applicability of the General Customer Conditions.

1.3 Bakr&Berg expressly reject any general (purchase) conditions of the Customer.

1.4 Deviations from and additions to the General Customer Conditions must be expressly agreed in Writing. Oral agreements or promises made by Bakr&Berg are only binding if confirmed in Writing by Bakr&Berg.

The Customer cannot derive any rights for future interactions with Bakr&Berg based on any previously agreed deviations or additions.

Article 2 – Definitions

2.1 Bakr&Berg: the private company with limited liability Bakr&Berg B.V. and/or its subsidiaries and/or legal successor(s).

2.2 Customer: the legal person or natural person who has concluded the Agreement with Bakr&Berg.

2.3 AV: these General Customer Conditions.

2.4 Agreement: agreement regarding the delivery of the products by Bakr&Berg to the customer.

2.5 Written: in writing or by e-mail.

2.6 Products: the products offered by Bakr&Berg on its website.

2.7: Intellectual Property: all intellectual property rights and related rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and related rights.

2.8 Website: www.bakrberg.com.

2.9: Personal data: personal data as defined in the General Data Protection Regulation.

2.10 Day: working day.

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Article 3 – Identity of Bakr&Berg Bakr&Berg. B.V.

PO box address: 19320, 3501 DH, UTRECHT E-mail address: info@bakrberg.com

Chamber of Commerce number: 80725732 VAT identification number: NL861775880B01

Article 4 – Offer and agreement

4.1 All offers, quotations, fees and terms of Bakr&Berg are without obligation, unless expressly stated otherwise.

4.2 Obvious mistakes or errors in the offer do not bind Bakr&Berg.

4.3 An Agreement is only concluded after a request or order from or on behalf of the Customer has been confirmed in Writing by Bakr&Berg. The administrative data of Bakr&Berg are decisive and binding for the content of the Agreement and these data serve as proof for the Agreement.

4.4 Bakr&Berg is entitled to refuse requests or orders, or to attach certain conditions to the delivery of the Products. If a request or order is not accepted, Bakr&Berg will communicate this within 3 (three) Days after receipt of the order.

4.5 The Client guarantees that the information supplied by him or her in the application is correct and complete.

4.6 If the Customer has accepted the offer electronically, Bakr&Berg will immediately confirm receipt of the acceptance of the offer electronically. As long as Bakr&Berg has not confirmed receipt of this acceptance, the Customer cannot dissolve the Agreement.

Article 5 – Delivery and performance of the Agreement

5.1 Bakr&Berg will endeavor to perform the Agreement carefully and properly, in accordance with the agreements agreed in Writing with the Customer.

5.2 The place of delivery is the address that the Customer has made known to Bakr&Berg.

5.3 Bakr&Berg will execute accepted orders expeditiously, but at the latest within 5 (five) Days, unless a longer delivery period has been agreed. The order will be shipped with PostNL or another carrier.

5.4 All (delivery) periods stated by Bakr&Berg are indications and can never be regarded as strict deadlines.

5.5 Bakr&Berg only delivers in the Netherlands.

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5.6 The risk of damage and/or loss of Products rests with Bakr&Berg until the moment of delivery to PostNL or another carrier, unless expressly agreed otherwise.

5.7 Bakr&Berg is entitled to deliver the order in parts. In that case, Bakr&Berg will communicate the delivery times with the Customer.

5.8 If the maximum legal delivery time of 30 (thirty) days is exceeded, the Customer has the right to dissolve the Agreement free of charge. The Customer must inform Bakr&Berg In Writing for this. In that case, any payments will be returned to the Customer within 19 (fourteen) Days after notification.

Article 6 – Prices and payments

6.1 All prices and rates are in euros and include VAT.

6.2 We charge €4.95 for administration and shipping costs within the Netherlands. With an order from € 50.00, the shipping costs will be waived. Different rates apply for shipping to other countries.

6.3 All prices and rates stated on the Website and in mailings from Bakr&Berg are subject to price changes, programming and typing errors.

6.4 Unless agreed otherwise, payment to Bakr&Berg of the amount due will be made by means of an online payment order. The Customer is not authorized to set off.

6.5 Payments can be made: by credit card (Mastercard, VISA or American Express), via iDeal and gift card. If the Customer opts for iDeal, the full purchase price will be paid in advance by the Customer.

6.6 Bakr&Berg is entitled to suspend the fulfillment of obligations under the Agreement in the event of attributable non-compliance by the Customer with its obligations under the Agreement.

6.7 If payment is made by the Customer by credit card, the following applies. The credit card information provided will be verified before payment is made. Products are only shipped to the address specified by the Customer on the Website during the order as being the address of the credit card holder.

Article 7 – Complaints and returns

7.1 After the Customer has received the ordered Products of an order, the Customer can dissolve the Agreement with Bakr&Berg during a cooling-off period of 14 (fourteen) days after receipt of the Products, without giving any reason, and return the Products to Bakr&Berg. The full costs for transport of return shipments are at the expense of the Customer.

7.2 If the Customer makes use of his right of withdrawal, he will report this to Bakr&Berg within the cooling-off period by means of the model withdrawal form. During the cooling-off period, the Customer will handle it with care Product and packaging.

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The starting point here is that the Customer may only handle and inspect the product as he would be allowed to do in a shop. The Customer is liable for any reduction in value of the Product that is the result of a way of handling the Product that goes beyond what is permitted as described above.

The Customer must return the Products as soon as possible, but at the latest within 14 (fourteen) days from the day of withdrawal. The Customer must return the Products to a return address determined by Bakr&Berg. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the Customer.

7.3 Only returns of original, undamaged packaging will be accepted. Opened or damaged packages will not be taken back. Opening a package or using a Product means that the Customer wishes to keep the Products.

7.4 Bakr&Berg will refund the amount paid to the Customer within 3 (three) Days after a Product has been returned in good condition. A refund always takes place after deduction of the shipping costs charged, insofar as you have not paid those costs for the return shipment yourself. Bakr&Berg also reserves the right to refuse returned Products or to credit only part of the amount paid, if (there is a suspicion that) the Products are not in good condition. 7.5 Bakr&Berg can exclude sealed products that are not suitable to be returned for reasons of health protection or hygiene and of which the seal has been broken after delivery from the right of withdrawal.

Article 8 – Complaints

8.1 Complaints about the implementation of the Agreement must be submitted to Bakr&Berg within a reasonable time, fully and clearly described, after the Customer has discovered the defects.

8.2 Complaints submitted to Bakr&Berg will be answered within a period of 10 (ten) Days from the date of receipt. If a complaint requires a foreseeable longer processing time, Bakr&Berg will respond within the period of 10 (ten) Days with a notice of receipt and an indication when the Customer can expect a more detailed answer.

8.3 The Customer must in any case give Bakr&Berg 6 (six) weeks to resolve the complaint in mutual consultation.

8.4 Complaints about defects expire in any case two years after the time of delivery of the Products.

Article 9 – Privacy



9.1 Bakr&Berg processes Personal Data in accordance with its policy as described in its privacy statement.

Article 10 – Liability

10.1 All instructions on the packaging and leaflets must be followed by the Customer. No liability is accepted for deviating use and/or handling thereof.

10.2 Bakr&Berg is neither responsible nor liable for an allergic reaction to the Products.

10.3 Bakr&Berg is, except for intent and gross negligence, in no way liable for damage resulting from the inaccuracy and/or incompleteness and/or unlawfulness of the content of the Website, the (incorrect) use of the Website by the Customer and the provision of incorrect data by the Customer. Bakr&Berg is furthermore, except for intent and gross negligence, in no way liable for damage resulting from the Products it has delivered and/or any shortcoming in the performance of the Agreement or the violation of any other obligations towards the Customer. 10.3 Damage, as referred to in paragraph 1 of this article, which in the opinion of the Customer is due to the intent or gross negligence of Bakr&Berg, must be reported as soon as possible, but in any case within 30 (thirty) days after the occurrence thereof. to be reported to Bakr&Berg in writing. Damage that has not been reported to Bakr&Berg within that period is not eligible for compensation, unless the Customer can demonstrate that he could not reasonably have reported the damage earlier.

10.4 Bakr&Berg's liability never exceeds €2,000.00.

Article 11 – Force majeure

11.1 If Bakr&Berg is prevented from fulfilling any obligation due to force majeure or is seriously hampered in fulfilling any obligation, Bakr&Berg is entitled to suspend or cancel its obligations under the Agreement, without the Customer having any claim against Bakr&Berg. If the period of force majeure has lasted longer than 3 (three) months, both the Customer and Bakr&Berg are entitled to terminate the Agreement In Writing, without being liable to pay damages to the other party.

11.2 Force majeure is understood to mean, in addition to what is included in the law and jurisprudence, all external causes, foreseen or unforeseen, over which Bakr&Berg cannot exert any influence, and as a result of which Bakr&Berg is unable to fulfill its obligations. In any case, force majeure includes: war, threat of war, civil war, riot, flood, water damage, acts of war, fire, transport difficulties, unforeseen technical complications, pandemics and their possible consequences,



business interruptions and strikes at Bakr&Berg or at its suppliers and non-performance by suppliers of Bakr&Berg.

Article 12 – Customer account

12.1 If the Customer creates an account via the Website, the Customer guarantees that the relevant user is authorized to place orders on behalf of the Customer.

12.2 Account information is strictly confidential and intended solely for use by the relevant user. The username and password will be treated strictly confidentially by the Customer and the Customer will not disclose them to third parties.

Article 13 – Bakr&Berg gift card

13.1 The Bakr&Berg gift card can be redeemed in the Website online shop. 16.2 Discounts are not valid when purchasing a gift card. It is also not possible to pay for a Bakr&Berg gift card with another gift or voucher, such as the Bakr&Berg gift card.

13.3 The Bakr&Berg gift card cannot be exchanged for cash. The credit is valid indefinitely and can be spent in one go or in parts. If the balance of the Bakr&Berg gift card is not sufficient, the remaining amount can be paid for the purchase of certain items by means of another payment method.

13.4 The use of the Bakr&Berg gift voucher is the full responsibility of the holder. Bakr&Berg is in no way liable for theft, loss, forgery or misuse of the Bakr&Berg gift card. Bakr&Berg will never pay or settle the remaining credit. Bakr&Berg reserves the right to refuse payment with the Bakr&Berg gift voucher if payment is not possible due to a technical malfunction.

13.5 If the Customer wishes to return a Product purchased with a Bakr&Berg gift card, this is of course possible. If you want to return your order and you have paid with another payment method in addition to your Bakr&Berg gift card, you will receive your money back via the same payment method you used to pay.

Article 17 – Miscellaneous

14.1 If Bakr&Berg allows deviations from these GTC for a short or longer period of time, whether or not tacitly, this does not affect its right to still demand immediate and strict compliance with these GTC.

14.2 If one or more of the provisions of these GTC or any other agreement with Bakr&Berg should be in conflict with any applicable legal provision, the relevant provision will lapse and this be replaced by a new legally permissible comparable provision to be determined by Bakr&Berg.



14.3 Bakr&Berg does not provide medical advice and neither diagnose nor treat skin problems.

14.4 Bakr&Berg is authorized to use third parties for the execution of your order(s), either a subcontractor or by temporarily hiring staff. These third parties are authorized to act as Bakr&Berg employees in the performance of the Agreement.

The provisions regarding liability, as referred to in Article 11, also apply to these third parties.

Article 15 – Applicable law and competent court

15.1 All rights, obligations, offers, orders and agreements to which these GTC apply in whole or in part, as well as to these GTC, are exclusively governed by Dutch law.

15.2 The provisions of the Vienna Sales Convention are not applicable, nor are any future international regulations on the sale of movable property, the operation of which can be excluded by the parties.

15.3 All disputes between Bakr&Berg on the one hand and Customer on the other hand arising from the Agreement and/or the explanation or implementation thereof, will be submitted exclusively to the competent court in The Hague.

These General Customer Conditions may be amended from time to time. This version dates from June 2022.



Appendix – Revocation Form

Please complete this form and email it to info@bakrberg.com if you wish to revoke the Agreement.

Revocation Form
Factuur number: Order number: Name client: Adres client: E-mail client: Clear description of the reason for return, if applicable. with photos:

You can send the completed form to info@bakrberg.com We also ask that you add the completed form to the return shipment so that we know which return shipment it concerns.

Return address: PO box address: 19320, 3501 DH, UTRECHT

Send the Products as soon as possible, but in any case within 14 days after making the report.

The full shipping costs for the return shipment will be borne by the Customer. The risk of correct delivery and any damage en route are also entirely for the Customer.

A return will not be accepted if the packaging is opened or damaged. Non-original packaging is also not accepted.

In addition, some Products are not suitable for return due to health or hygiene reasons.

If the Product has been received in good condition, Bakr&Berg will refund the amount paid to the Customer within five working days. Bakr&Berg may deduct costs for any shipping costs charged.

Bakr&Berg may also refuse a return shipment or refund only part of the amount paid if it sees reason to do so.

For more information about returns, please refer to the General Customer Conditions and our Website.