

Webshop General Terms and Conditions

Introduction

Below you will find the General Terms and Conditions of Beate Uhse BV, established in Veendam and registered with the Chamber of Commerce under number 04086094 (KvK). These General Terms and Conditions apply to the use of our website or any orders placed via our website. The General Terms and Conditions contain important information for you as a customer, so please take a moment to read them carefully. We also recommend that you save or print these conditions, so that you can consult them later as necessary.

Article 1. Definitions

- 1.1. **Pabo:** The aforementioned Beate Uhse BV
- 1.2. **Website:** the Pabo websites, available via www.pabo.com and all relevant sub-domains.
- 1.3. **Customer:** the natural person not acting in a professional or commercial capacity, who enters into an Agreement with Pabo and/or who has registered on the website.
- 1.4. **Agreement:** any agreement or contract between Pabo and the Customer, of which these General Terms and Conditions are an integral part.
- 1.5. **General Terms and Conditions:** these General Terms and Conditions.

Article 2. Applicability of the General Terms and Conditions

- 2.1. The General Terms and Conditions apply to all Pabo offers, agreements, and deliveries, unless expressly otherwise agreed to in writing.
- 2.2. If the Customer includes any provisions or conditions in their order, confirmation, or announcement that deviate from, or are not included in, these General Terms and Conditions, then such are only binding for Pabo if, and to the extent that, such have been expressly accepted in writing by Pabo.
- 2.3. In the event that specific product- or service conditions apply in addition to these General Terms and Conditions, then such conditions shall also apply, but if a conflict arises between different terms and conditions, then the Customer may appeal to the applicable provision that is most to their advantage.

Article 3. Prices and information

- 3.1. Unless stated otherwise on the Website, all prices for materials listed on the Website or published in another manner by Pabo are including VAT and other levies required by law.
- 3.2. Unless stated otherwise, shipping costs shall be £ 7.25. These costs are also posted on the Website. These costs will also be clearly indicated during the order process.
- 3.3. The contents of the Website have been compiled with the greatest possible care. However, Pabo cannot guarantee that all information provided on the Website is accurate and complete at all times. All prices and other information provided on the Website and in other Pabo communications materials are therefore subject to reservations for obvious programming, typing, or spelling errors.
- 3.4. Pabo cannot be held liable for (colour) differences resulting from screen image quality.

Article 4. Realisation of an agreement

- 4.1. The Agreement shall be realised at the moment the Customer accepts the offer by Pabo.
- 4.2. If the Customer has accepted the offer electronically, then Pabo shall immediately confirm the acceptance of the offer via electronic means as well. The Customer retains the option of dissolving the Agreement until the acceptance of the offer has been confirmed.
- 4.3. In the event that the Customer has provided incorrect information when entering into the Agreement, then Pabo retains the right to delay the fulfilment of its obligations until the correct

information has been received.

4.4. Pabo may use all legal means to determine if the Customer has fulfilled their payment obligations or to obtain all facts and factors necessary to enter into the Agreement in a responsible manner. If, based on this investigation, Pabo has reasonable grounds not to enter into the Agreement, then Pabo is authorised to refuse an order or request or to impose special conditions, such as pre-payment, on the implementation of the agreement.

Article 5. Registration

5.1. In order to make optimal use of the Website, the Customer can register via the registration form / account creation option on the Website.

5.2. During the registration procedure, the Customer must choose a user name and password they can use to log in to the Website. The Customer is responsible for choosing a sufficiently secure password.

5.3. The Customer must keep their log-in data, user name, and password strictly confidential. Pabo may not be held liable for misuse of the login details, and may assume that a Customer logging in to the website is actually the intended Customer. All activities that occur via the Customer's account are at the responsibility and risk of the Customer.

5.4. If the Customer knows or suspects that their log-in details have fallen into the hands of unauthorised persons, then they must change their password and/or inform Pabo, so that Pabo can take suitable precautions.

Article 6. Implementation of an agreement

6.1. Once Pabo has received the order, Pabo shall send the products to the address provided by the Customer as quickly as possible, in accordance with section 3 of this Article.

6.2. Pabo is authorised to call on third parties for the implementation of the obligations arising from the Agreement.

6.3. Pabo shall endeavour to deliver the order on the next day if the order is posted before 23:30 on a workday within the Netherlands, and within 3 to 5 business days to the UK. However, Pabo cannot guarantee that the order is actually received on that day, as Pabo is dependent on third parties for delivery. The delivery times communicated by Pabo are not binding. The delivery may be made via a variety of methods, at Pabo's discretion.

6.4. If Pabo cannot deliver the products within five working days, then Pabo shall inform the Customer of that fact. In that event, the Customer may agree to a new delivery date, or may choose to dissolve the Agreement at no extra charge.

6.5. Pabo advises the Customer to inspect the products delivered, and to report any defects within a reasonable time frame, preferably in writing.

6.6. Once the products have been delivered to the address provided, then the Customer shall bear any risk related to the products. The Parties may agree to transfer the risk to the Client at an earlier moment. If the Customer chooses to pick up the products, then the risk shall be transferred along with the products.

6.7. Pabo may not be held liable if the Customer has used a product in a manner other than that recommended, prescribed, or otherwise intended.

6.8. Pabo is authorised to deliver a comparable product of comparable quality, if the product ordered is no longer available. The Customer is then authorised to dissolve the Agreement and to return the product at no extra charge.

Article 7. Right of withdrawal

7.1. The Customer retains the right to withdraw from the Agreement made remotely with Pabo within 14 days of receipt of the product, without stating the reason(s).

7.2. This period shall begin on the day after the Customer, or a third party indicated by them who is not the transporter, has received the product, or:

- if the Customer has ordered multiple products in the same order: the day on which the Customer or the third party indicated by them has received the last product;
- if the product consists of multiple shipments or parts: the day on which the Customer or the third party indicated by them has received the last shipment or last part;
- for Agreements for the regular delivery of products over a specified period: the day on which the Customer or the third party indicated by them has received the first product.

7.3. The Customer is responsible for the costs of return shipments. If these costs are higher than the standard postal rate, then Pabo shall provide an estimate of these costs. The shipping costs incurred by the Customer in the purchase of the products shall be refunded to the Customer when the full order is returned. If the Customer returns a part of the order (and retains another part of the order), then the Customer is responsible for the costs of the return shipment.

7.4. In accordance with the withdrawal period stipulated in section 1, the Customer shall treat the product and packaging with care. The Customer shall only open and use the product inasmuch as necessary to determine the nature, characteristics, and operation of the product. In principle, such an inspection may not exceed that which a Customer would perform in a physical retail location.

7.5. In accordance with section 1 of this Article, the Customer may dissolve the Agreement within the stated term by sending the (digital) revocation form to Pabo or by communicating to Pabo in an unambiguous manner their intention to withdraw from the purchase. In the event that such notification is communicated digitally, Pabo shall confirm receipt of the notification. The Customer has 14 days to return the product after dissolving the agreement. In accordance with the cooling-off period stipulated in section 1 of this Article, it is also possible to return the product immediately, as long as the withdrawal form or another unambiguous statement of withdrawal is enclosed in the return shipment.

Products can be returned to:

Beate Uhse BV
Phoenixweg 6
9641KS, Veendam, The Netherlands

7.6. Amounts (pre-)paid by the Customer will be refunded to the Customer in the same manner as the Customer paid for the order within 14 days of the dissolution of the Agreement. If the Customer has chosen a more expensive means of delivery than the least expensive standard option, then Pabo is not obliged to refund the additional costs of the more expensive method. Unless Pabo offers to collect the product, Pabo may wait to refund the amount until Pabo has received the product or the Customer has proven that they have returned the product, depending on which moment is first.

7.7 The Website provides clear and timely information regarding the applicability of the right of withdrawal and any desired procedures prior to the realisation of the Agreement.

7.8. The Customer does not have the right of withdrawal if the products are not suitable to be returned for health or hygiene reasons, and for which the sealed packaging has been opened after delivery.

Article 8. Payment

8.1. The Customer must make payments to Pabo in accordance with the payment methods

indicated during the order procedure or on the Website. Pabo is free to choose which payment methods are offered, and is authorised to change the payment options at any time. A payment period of 14 days after the date of delivery applies to payments after delivery.

Article 9. Warranty and conformity

9.1. This article applies only in the event that the Customer does not act in a professional or commercial capacity. In the event that Pabo issues a separate warranty on the products, then such shall apply to all types of Customers without prejudice to the above provision.

9.2. Pabo guarantees that the products meet the terms of the Agreement, the specifications listed in the offer, the reasonable standards of quality and/or utility, and the legal provisions and/or government guidelines applicable on the date of the realisation of the Agreement. Pabo may also specifically agree that the product is suitable for purposes other than normal usage.

9.3. If the product delivered does not comply with the Agreement, then the Customer may inform Pabo of such within a reasonable period after discovery of the defect.

9.4. If Pabo judges the complaint to be justified, the relevant products will be repaired, replaced, or refunded after consultation with the Customer. The maximum compensation shall be equal to the price paid by the Customer for the product, in accordance with the Article pertaining to liability.

Article 10. Complaint procedure

10.1. If the Customer has a complaint about a product (in accordance with the Article pertaining to warranty and conformity) and/or another aspect of the services provided by Pabo, then they can submit a complaint to Pabo via e-mail, telephone, or post. See the contact details below.

10.2. Pabo shall reply to the Customer's complaint as quickly as possible, at least within two working days. If it is not possible to provide a concrete or definitive answer, then within two days of the receipt of the complaint Pabo shall confirm such receipt and provide an indication of the time frame within which a concrete or definitive answer to the Customer's complaint can be expected.

10.3. Customers who are not acting in a professional or commercial capacity may also submit a complaint via the European dispute resolution platform via <https://ec.europa.eu/odr/>.

Article 11. Personal Data

11.1. Pabo processes all of the Customer's personal data in accordance with the privacy statement. The privacy statement is available at: [Pabo Privacy](#).

Article 12. Closing provisions

12.1. The Agreement, these Terms and Conditions, and all other agreements arising from the Agreement, are subject to Dutch law, unless prescribed otherwise by force of law.

12.2. Inasmuch as no other law supersedes the above, all disputes that may arise as a result of the Agreement shall be submitted to the competent Dutch court in the Northern district.

12.3. In the event that a provision in these General Terms and Conditions are found to be invalid, such shall not prejudice the validity of the General Terms and Conditions as a whole. In such an event, the parties shall agree to a new replacement provision or provisions that will abide with the intention of the original provision to the extent that such is legally possible.

12.4. These General Terms and Conditions understand the term 'written' to include communications via e-mail and fax, inasmuch as the identity of the sender and the integrity of the e-mail are sufficiently clear.

Contact details

If you have any questions, complaints, or comments after reading these General Terms and Conditions, please feel free to contact us in writing or via e-mail.

Beate Uhse BV
Phoenixweg 6
9641KS, Veendam
The Netherlands

Chamber of Commerce no.: 04086094
VAT no.: NL8178.79.833.B01

 Want to get in touch?

Check out all our contact options [here](#). This way, you'll know exactly how to reach us the fastest!