

GENERAL TERMS AND CONDITIONS

SAEY Home & Garden NV General Terms and Conditions

The owner of this website is SAEY Home & Garden NV.
Registered office: Industrielaan 4, 8501 Heule, Belgium

Phone: +32 (0)56 35 63 56

Availability: Monday to Friday from 9:00 AM to 12:00 PM and 1:00 PM to 5:00 PM

Email address: webshop@barbecue.com

Company Registration and VAT number: BE 0478.739.738

Bank: ING Belgium

IBAN: BE48 3850 5312 3327

BIC / SWIFT: BBRUBEBB

The General Terms and Conditions as described here are applicable to each product offered on the www.barbecue.com shop and to all deliveries. Every order implies acceptance of the general terms and conditions of sale. Belgian law exclusively applies to the SAEY Home & Garden NV General Terms and Conditions. You have the right to notify SAEY Home & Garden that you would like to cancel the purchase without penalty and without needing to provide a reason. This must be within 14 calendar days from the day following the delivery of the product or the conclusion of the sale agreement.

Products which may be purchased from the www.barbecue.com website include barbecues, related appliances, barbecue accessories and barbecue parts.

SAEY Home & Garden is a member of BeCommerce vzw and adheres to the [BeCommerce Code of Conduct](#). BeCommerce aims to increase consumer confidence in online and offline distance sales (through catalogues, websites, television, mail order, telephone, text message and other media). This is reflected in the BeCommerce quality label, which serves as a guarantee to consumers that the company bearing the label complies with a number of rules and is regularly audited.

ARTICLE 1: PURCHASE AND PAYMENT

The agreement between you, as the buyer, and SAEY Home & Garden is concluded at the moment that you accept and satisfy the conditions set by SAEY Home & Garden. The lack of a standard signature does not affect the binding force of the offer and the acceptance thereof.

SAEY Home & Garden reserves the right to refuse an order or impose additional conditions, for instance on large orders, orders placed by minors, incomplete ordering procedures or problems with previous orders.

SAEY Home & Garden always confirms the order by email. If no confirmation email is sent, the agreement is not yet in force. The confirmation will be sent to the email address you specified.

SAEY Home & Garden remains the owner of all products until full payment is received for all amounts due under the agreement, regardless of whether or not delivery has already been made.

We use our external partner Mollie to conduct the payment process for all products purchased from SAEY Home & Garden. We accept the following payment methods:

- Bancontact
- Credit card
- KBC/CBC Payment Button
- Belfius Direct Net
- SOFORT Banking
- iDEAL

SAEY Home & Garden may extend the range of payment options in the future. Any such extension will be announced on the website.

To ensure secure online payment and security of your personal information, transaction data is encrypted using SSL technology when it is sent over the internet. Paying with SSL does not require any special software. Moreover, we guarantee that this connection is secure by using specialist partners, such as recognised credit card issuers and payment partners.

In the event of late payment, SAEY Home & Garden is authorised to terminate the agreement with immediate effect or to suspend delivery until you have completely fulfilled the payment obligations.

The General Terms and Conditions and the confirmation emails are always in the same language as the website.

ARTICLE 2: DELIVERY AND DELIVERY TIMES

The delivery times specified by SAEY Home & Garden are approximate and are not absolute deadlines.

The final delivery date is 30 days after receipt of the order, with the exception of payment by bank transfer, where the final delivery date is 30 days after receipt of payment.

If you order a product which is temporarily out of stock, you will be notified when the product becomes available again.

Once the products for delivery have been delivered to the specified delivery address, the risk transfers to the buyer.

For deliveries abroad, other conditions may apply.

SAEY Home & Garden delivers to the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and United Kingdom.

Delivery is made solely by courier unless agreed otherwise prior to the agreement. The contact details of the courier service can be found at www.dpd.com.

Shipping and delivery costs will be communicated to you before confirming your purchase. If the shipment costs cannot be calculated automatically, this will be mentioned and/or an estimate of the shipping costs will be indicated.

ARTICLE 3: PRODUCT INFORMATION

Information, images, verbal communication, notices, etc. relating to all offers and the main features of products as provided by phone or email are given as accurately as possible. SAEY Home & Garden is not liable for its advice, for printing errors on the website or for technical information provided by suppliers or manufacturers.

Product availability is indicated for each product. SAEY Home & Garden is committed to providing this information as accurately as possible, nevertheless it might not be possible to deliver a product at certain times. This can be due to unintentional incorrect stock data or for products that are no longer available from suppliers. In such cases, SAEY Home & Garden will notify you as soon as possible and propose a solution.

The products offered by SAEY Home & Garden comply with the legal standards and may be sold online.

SAEY Home & Garden may include links on its website to other websites that may be interesting or informative for visitors. Such links are for informational purposes only. SAEY Home & Garden is not responsible for the content of the website referred to or the use thereof.

ARTICLE 4: COOLING-OFF (TRIAL PERIOD) AND RETURNS

For any product purchased from SAEY Home & Garden, you have a right to withdraw from the sale agreement, pursuant to Article VI.47 of the Belgian Economic Code (*Wetboek van economisch recht*). The right of withdrawal and therefore cancel the purchase may be exercised within fourteen (14) calendar days of the day after delivery of the product. The consumer is not obliged to pay any compensation or provide any reason for the cancellation. However, SAEY Home & Garden is always keen to hear your feedback, so we can improve our services.

During this period, SAEY Home & Garden expects you to take care of the product(s) and the packaging.

If you wish to exercise the right to withdrawal, you must inform us unequivocally in writing within the set period of 14 calendar days of the day after delivery of the product(s), by sending an email to webshop@barbecook.com. You can use the sample sale withdrawal form for this purpose, which must be filled in completely and truthfully. Withdrawing from a purchase does not incur any penalty and no reason needs to be provided.

The consumer must return the product(s) to SAEY Home & Garden as soon as he/she wishes to invoke the right of withdrawal, but no later than within fourteen (14) calendar days after announcing the withdrawal. We recommend that you retain proof of postage in case of any disputes. The consumer always bears all costs and risks of returning the product(s).

The costs of returning the product(s) are borne by the consumer in the event of withdrawal if the nature of the product(s) by their very nature cannot be returned by regular post.

Furthermore, the consumer is liable for any depreciation of the product(s) that arises due to any handling of the product(s) beyond what is necessary to determine the nature, characteristics and functioning of the product(s). SAEY Home & Garden is entitled to charge the consumer for the costs of any such depreciation in proportion to the refund amount. However, this will only be done after the initial purchase price has been refunded to the consumer.

SAEY Home & Garden will refund you the full purchase price, excluding shipping and handling, within 30 days of receipt of the products. SAEY Home & Garden will refund the consumer using the same payment method that was used to make the original transaction, unless the consumer expressly requests otherwise. In no case will any costs be charged for the refund.

If the consumer fails to comply with the abovementioned conditions, the exercise of the right of withdrawal will be deemed unlawful. In such case, the product(s) will be returned to the consumer, at the consumer's own risk and expense. SAEY Home & Garden undertakes to clearly inform the consumer of the reasons for this.

An exception to the above provisions applies if:

a product has been custom-made or modified for you, in which case there is no right to withdrawal.

ARTICLE 5: GUARANTEE PROVISIONS

Products sold by SAEY Home & Garden have a two-year guarantee against any manufacturing defects, valid from the date of purchase and to the extent that the product was used in accordance with the instructions. The receipt or invoice stating the date of purchase counts as the guarantee certificate. This guarantee is limited to the repair or replacement of parts showing defects under normal use.

If products have an expiry date, the guarantee will be valid until the end of the product shelf life, up to a maximum of two years.

Guarantee claims, including the shipping costs you incurred in order to return the product to us, will be borne by SAEY Home & Garden.

ARTICLE 6: DEFECTS

You are obliged to inspect the goods immediately after delivery. To this end, you need to check whether the products delivered correspond with the agreement:

Were the right products delivered?

Do the products delivered meet the agreed quality requirements or - in their absence - the requirements that may apply for normal use?

If any visible defect or shortcoming is detected, you must report this to SAEY Home & Garden within 7 working days after delivery.

We must be informed in writing of any non-visible defects within 2 months after discovery, by email to webshop@barbecue.com.

The cost of returning products that do not meet the description of the offer will be borne by SAEY Home & Garden.

ARTICLE 7: FORCE MAJEURE

Force majeure is defined as all external causes, foreseen or unforeseen, which are beyond SAEY Home & Garden's control and which render it unable to fulfil its obligations.

SAEY Home & Garden also has the right to invoke force majeure if the circumstance giving rise to prevention of fulfilment occurs after SAEY Home & Garden should have fulfilled its obligation.

In case of force majeure, delivery and other obligations of SAEY Home & Garden are suspended. If the period in which SAEY Home & Garden is unable to meet its obligations due to force majeure lasts for over 8 weeks, both parties will have the authority to terminate the agreement, without any obligation to pay compensation.

ARTICLE 8: PRICES

You will be informed of what the prices of the products are before checkout. All prices are expressed in euros and include VAT, Recupel, BEBAT and Reprobel. The following shipment costs are applied separately at checkout: Austria 12.00 | Belgium 7.00 | Bosnia-Herzegovina 22.00 | Bulgaria 20.00 | Czech Republic 13.00 | Denmark 13.00 | Estonia 14.00 | Finland 18.00 | France/Monaco 10.00 | Germany 7.00 | Greece 21.00 | Hungary 13.00 | Ireland 13.00 | Iceland 29.00 | Italy 16.00 | Croatia 20.00 | Latvia 14.00 | Lithuania 14.00 | Luxembourg 7.00 | Netherlands 7.00 | Norway 19.00 | Poland 13.00 | Portugal 14.00 | Romania 22.00 | Serbia 22.00 | Slovakia 13.00 | Slovenia 13.00 | Spain 14.00 | Sweden 15.00 | Switzerland 15.00 | United Kingdom 12.00.

The buyer is liable for the price listed by SAEY Home & Garden in the order confirmation. Any apparent or obvious errors or inaccuracies in the quote may also be subsequently corrected by SAEY Home & Garden after the agreement enters into force. Complaints regarding the price must be submitted clearly in writing within seven (7) calendar days. Payment may not be suspended on the grounds that a complaint has been filed.

SAEY Home & Garden has the right to adjust prices at any time. If the price adjustment is the result of a change to the VAT rate, this will be charged to the customer.

Special offers apply for as long as stocks last.

If a price increase takes effect after the conclusion of the agreement, you may terminate the agreement irrespective of the percentage of the increase.

A personalised quote is valid for 2 weeks, unless another period is stated in the quote.

ARTICLE 9: INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights and any rights derived therefrom concerning products and trade names remain vested in SAEY Home & Garden. These intellectual property rights include copyright, trademark, drawing and design rights and/or other rights, including technical and/or commercial knowledge, methods and concepts, whether patentable or not. It is prohibited to make use of and/or to make changes to the intellectual property rights as described in this article, unless it only concerns personal use of the product itself.

ARTICLE 10: PROTECTION OF YOUR PERSONAL DATA

The information you provide is required to process and fulfil your order, and to draw up invoices and contracts. If this information is missing, the order will be cancelled immediately. Providing incorrect or inaccurate information is considered to be a breach of these General Terms and Conditions. Your personal data is processed exclusively in accordance with our [Privacy Policy](#), which is available on our website, and the applicable legislation.

ARTICLE 11: QUESTIONS AND COMPLAINTS

Complaints or disputes must be reported within 7 days of delivery. If the complaint is accepted, our liability is limited to exchanging the products. Any liability of SAEY Home & Garden is limited to the amount actually paid for the order.

SAEY Home & Garden processes questions and complaints within the reasonable period of 7 working days.

ARTICLE 12: DISPUTES

All offers and agreements are exclusively subject to Belgian law, with explicit exclusion of any principles of conflicts of law.

If a dispute arising from offers or agreements you have concluded with SAEY Home & Garden is not resolved, you can contact the consumer ombudsman (<http://www.consumentenombudsdienst.be>). You can also submit a complaint to the European Commission's online dispute resolution service (<http://ec.europa.eu/odr/>)

If a dispute arising from offers or agreements you have concluded with SAEY Home & Garden is not resolved, it will be presented before the competent court in Kortrijk, Belgium, unless mandatory statutory provisions expressly indicate a different court as being competent.

ARTICLE 13: LIMITATION OF LIABILITY

The information on the website is of a general nature. It is not adapted to personal or specific circumstances and therefore cannot be considered as personal, professional or legal advice to the user.

SAEY Home & Garden makes every effort to ensure that the information provided is complete, correct, accurate and up to date. Despite these efforts, the information provided may contain errors. If the information provided contains inaccuracies or if certain information is not available on or through the site, SAEY Home & Garden will make every effort to rectify this as soon as possible.

SAEY Home & Garden cannot be held liable for direct or indirect damage arising from use of the information on this site.

If you discover errors in the information provided through the site, you can contact the website's administrator.

The content of the site (including links) may change or may be amended or supplemented at any time without announcement or notification. SAEY Home & Garden does not guarantee the proper functioning of the website and can in no way be held liable for malfunctions or temporary unavailability of the website or for any damages, direct or indirect, arising from access to or use of the website.

SAEY Home & Garden cannot be held liable, directly or indirectly or specially or otherwise, for any damage resulting from the use of this site or another website, in particular as a result of links or hyperlinks, including without limitation, any loss, interruptions to work, damages to programs or other data on the user's computer system or to the user's hardware, software or other equipment.

The website may contain hyperlinks to websites or third party pages or refer to them indirectly. Placing links to these websites or pages does not imply any approval of their contents in any way.

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