

# Terms & Conditions

## Summary:

- When placing an order on the Gamegear website you agree to the terms & conditions
- Inspect the product and packaging when the shipment arrives, before opening
- If you have received a product that doesn't correspond to the product description on the website, then Gamegear has the option to replace or refund the product. This is only possible when the packaging hasn't been opened and the product hasn't been damaged.
- Exceptionally there is the possibility that the delivery time indication isn't met. Gamegear can't be held responsible and isn't obliged to offer any compensation in this case.
- Gamegear has the right to refuse orders
- No rights can be derived to the information on the website (images, descriptions, delivery times, prices and other). All are subject to error and changes
- You have 14 days to invoke the right on return, so please inform us as soon as you can

## Official company details:

- Gamegear BVBA
- Harmoniestraat 52
- 2300 Turnhout
- Belgium
- +32(0)14/41.60.41
- info@gamegear.be
- BE0697.698.828

## Article 1: General provisions

The e-commerce website of Gamegear BVBA, a company with registered office at Harmoniestraat 52 - 2300 Turnhout - Belgium, BTW BE0697.698.828, (from now on called 'Gamegear') offers its clients the possibility to buy products, listed on the website, online.

The general terms and conditions ("Terms and conditions") are applicable to any order placed by a visitor of this e-commerce website ("Customer"). When placing an order on the Gamegear web shop, the client must explicitly accept the terms and conditions. By doing so the customer agrees the applicability of these terms and conditions to the exclusion of any other terms and conditions. Additional terms and conditions of the customer are here by excluded, unless they are accepted, explicitly and in writing, by Gamegear, prior to the order.

## Article 2: Prices

All prices are expressed in EURO, always including VAT and other obligatory taxes liable to the customer. All orders must be paid in advance or when receiving/picking up the order. If applicable, additions (delivery, reservation or administrative) costs are indicated separately.

The listed price only refers to the articles that are literally defined. The accompanying pictures are purely decorative and may include items that are not included in the price.

### **Article 3: Offer**

Despite the fact that the online catalog and the e-commerce website have been created with the utmost care, there is still the possibility that the information offered is incomplete, contains material errors or isn't up-to-date. Obvious mistakes or errors in the offer are not legally binding towards Gamegear. In regard to the accuracy and completeness of the information, Gamegear is only bound to an obligation of means. Gamegear is in no way liable for obvious material errors, typing and/or printing errors.

If the customer has specific questions about eg. size, color, availability, delivery time or method of delivery, then we ask the customer to contact our customer service team prior to placing the order. The offer is only valid while supplies last and can be subject to change or be revoked at all times by Gamegear. Gamegear can't be held liable for the availability of a product. It will be explicitly stated if an offer has a limited duration or is subject to specific conditions.

### **Article 4: Online purchases**

The customer may choose between the following payment options:

- Visa or Mastercard
- Bank transfer to the account BE08 3630 8753 0113
- Bancontact or iDeal
- Cash on Delivery (COD) (only available in Belgium | 6.05EUR)
- Paypal (2% additional fee)
- Paysafe
- Sofort banking

Gamegear is entitled to refuse an order due to serious failure of the customer, in regards to orders concerning the customer.

### **Article 5: Delivery and implementation of the agreement**

Products ordered on the web shop are delivered within the European Union.

Delivery is handled by bPost, PostNL or DPD. The costs associated with these carriers are calculated based on the service and location. These costs are calculated and determined before the order is completed, so that the customer is aware of these costs before finishing the order.

Unless agreed otherwise or explicitly indicated on the website (every product

has its own delivery time indicator, both on the catalog page and on the product page), the goods will be delivered to the place of residence of the customer within 30 days after accepting the order.

Any visible damage and/or qualitative deficiency of an article, or any other deficiency at the time of delivery, must be reported immediately to the Gamegear customer service.

The risk of loss or damage passes on to the customer (or the third party appointed by the customer other than the carrier) after physically accepting the goods. However if the carrier has been instructed to transport the goods by the customer and this option wasn't offered by Gamegear, the risk will pass on to the customer when delivered to the carrier.

### **Article 6: Retention of property**

The delivered good will remain the exclusive property of Gamegear until the whole payment has been fulfilled. The customer commits to informing third parties about the retention of property by Gamegear, to eg. anyone who would try to seize the not fully paid goods.

### **Article 7: Right of withdrawal**

If the goods don't satisfy your expectations you have the legal right to cancel the purchase, within 14 days after receiving the goods, without specifying any reason.

The goods must always be returned undamaged (no scratches, dirt or other sign of use). If this isn't the case, then Gamegear has the right to refuse a full refund and/or calculate in a depreciation.

The customer has the choice to either exchange the product, with a product of equal value, a coupon or ask for a refund.

If the product hasn't been sent and you would like to cancel the order, this will obviously happen free of charge. Any transaction costs (if we can refund by the same means of payment) and shipping and handling fees will be refunded.

The return itself will happen at your own expense and responsibility. Please keep in mind that bigger items such as a gaming chair will be more expensive than a default package. Within the Benelux returning a product will cost between € 6 and € 15 for small packages. Large shipments that fall outside the scope of the regular post can cost up to € 45 depending on the format. Outside the Benelux these cost will vary from € 15 for small packages to € 70 for large ones. These prices are indicative and depending on the carrier and service used.

The customer is liable for the decrease in value of the goods, that is the result of use, which goes beyond what is deemed necessary to establish the nature, the characteristics and the functioning of the goods. You should therefore handle the goods with due care and inspect the goods when received.

If these rules are not respected, then we are not obliged to take back the items and refund the product. When you receive the goods after ordering, you should inspect the goods and check that the delivered goods comply with the order you placed with us.

To invoke the right of withdrawal, you must inform us (Gamegear - Harmoniestraat 52 - 2300 Turnhout - Belgium) within 14 days, by an unequivocal statement (eg. in writing by post, fax or e-mail) that you have decided to withdraw from the contract.

You can use the online return form ([https://www.gamegear.be/account\\_return\\_request.php](https://www.gamegear.be/account_return_request.php)), but this isn't obligatory or contact us by e-mail ([info@gamegear.be](mailto:info@gamegear.be)). Do not forget to include your order number so that we can help you faster. After receiving your return, we will e-mail you with confirmation of receipt of your withdrawal.

We may withhold reimbursement until we have received the return goods, or when you have proven that the goods have been sent back to us, whichever comes first.

The customer must send the goods back within 14 days after he made his decision known.

Exceptions to the right of withdrawal:

- Due to specific reasons (eg. customization or hygiene) the right of withdrawal can't be invoked in some cases:
- The supply of customized goods or goods made to the customer's specifications (eg. a controller with your own name on it)
- The supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, which were unsealed after delivery. Eg. earbuds and in-ear headsets.
- The supply of sealed audio and video recordings or sealed computer software which were unsealed after delivery. Eg. prepaid cards and games with a key.
- The supply of digital content which isn't supplied on a tangible medium, if the process has begun with the explicit prior consent of the customer and that the customer has acknowledged that he loses the right to withdrawal. Eg. a digital version of your game key.

## **Article 8: Warranty**

Under the law of September 21st 2004 regarding the legal rights of the consumer with reference to the sale of consumer goods, the consumer has legal rights. This legal warranty applies the moment the goods have been delivered to its first owner. Any commercial warranty leaves these rights without prejudice.

To be able to apply to this warranty, the customer has to be able to provide a proof of purchase. Customers are advised to hold on to the original packaging of the goods.

For goods that were purchased online and delivered to the customer residence, the customer has to contact the Gamegear Customer Service, and deliver the goods back to Gamegear at the customer's own expense.

If the goods are showing malfunctions or shortcomings after delivery the customer has to contact Gamegear as soon as they can. At all times any malfunction needs to be reported by the customer within 2 months of establishing the malfunction. After that period every right of replacement or repair expires.

The (commercial and/or legal) warranty never applies to malfunctions caused by accidents, neglect, spill/fall, any use of the goods contrary to the purpose it was designed for, not following the guidelines, manual(s) or user instructions, adjustments to the goods, rough use, neglect of maintenance, or any other abnormal or incorrect use.

Defects occurring after a period of 6 months past the purchase date or delivery, are not considered as hidden malfunctions, unless proven contrary by the customer.

### **Article 9: Customer Service**

Contacting Gamegear's Customer Service can be done by telephone at the number +32(0)14/41.60.41, by e-mail at [info@gamegear.be](mailto:info@gamegear.be) or by postal services at:

- Gamegear
- Harmoniestraat 52
- 2300 Turnhout
- Belgium

Any occurring complaints can be directed to the above.

### **Article 10: Sanctions/Penalties for not paying**

In cases where the customer does not pay or does not pay within the legal period, without prejudice to any other exercised rights at Gamegear's disposal or warning, the customer will owe an additional 10% per year on top of the amount that is overdue. Additionally, the customer legally and without admonition, owes an additional flat-rate of 10% of the alleged amount, with a minimum of €25 per invoice.

Without prejudice to the above, Gamegear reserves the right to decline taking back the not-paid or not fully paid goods.

### **Article 11: Privacy**

The party responsible for processing the purchase of goods (Gamegear) respects and follows the Belgian law of December 8th 1992 regarding the protection of the private life of the customer when processing personal data.

The personal data provided by the customer will only be used for the

following purposes: the execution of the agreement (purchase), the processing of the order, sending of newsletters, publicity and/or marketing purposes.

The customer has the legal right to access and correct his personal data by sending a written, dated and signed request, joined with proof of his identity (copy of ID card) to:

- Gamegear
- Harmoniestraat 52
- 2300 Turnhout
- Belgium

The requested data will be provided, free of charge and in writing to the customer. If needed, the customer can request to edit or correct any incorrect, incomplete or none pertinent data.

As regards to using personal data for direct marking: the customer has the right to oppose the use of his personal data for direct marketing, free of charge by contacting Gamegear at:

- Gamegear
- Harmoniestraat 52
- 2300 Turnhout
- Belgium

Gamegear treats any personal data as confidential information and shall not pass it on, rent out or sell it to third parties.

The customer is responsible for protecting and securing his own login data and use of his password. All passwords are saved in a decoded format. This means Gamegear has no access to customers passwords.

Gamegear keeps track of (anonymous) online visitor statistics to determine which pages of it's website are visited in which manners.

In case the customer has any questions about this privacy statement, he can contact Gamegear.

Gamegear is responsible for the safe transaction of the data provided by the customer.

## **Article 12: Use of cookies**

While visiting the website, 'cookies' might be saved on your system. 'Cookies' are text files that are placed in your computer or mobile device browser, by the server of the website when visiting websites. Cookies cannot be used to identify a person, it is only capable of identifying a machine.

Gamegear uses the following cookies:

- 'First Party Cookies' are technical cookies used by Gamegear with the purpose of optimizing the website.

- ‘Third party cookies’ from Facebook, Twitter and Google Analytics.

You can adjust your internet browser's settings to disable the acceptance of cookies, to enable a warning when a cookie is being installed or to enable a setting to delete cookies from your hard disk afterwards. You can enable these settings through the settings of your browser (through the help-function). Please note that upon enabling these settings certain graphic elements might not appear correctly, or you won't be able to access or use certain applications.

By visiting our website, you automatically agree to our policy of cookies.

### **Article 13: Derogation of validation - non-revoke**

In case any terms of these conditions being declared as invalid, unlawful, or nullified, this will not affect the validity, legitimacy, or enforceability of the other terms or conditions in any way.

Failing to force any of these conditions or rights in these terms of conditions at any time by Gamegear, or practicing any of these rights, will never be considered as revoking such conditions and will never affect the validity of these rights.

### **Article 14: Adjusting terms of conditions**

These terms of conditions are complemented by other terms of conditions explicitly referred to, and Gamegear's general terms of conditions. In case of contradictions, present terms of conditions apply.

### **Article 15: Proof**

The customer agrees that all electronic communications and backups can be used as evidence.

Gamegear endorses the regulations of the UNIZO e-commerce label. A copy of these regulations and access to the complaint procedure by UNIZO are available at <http://www.unizo.be/ecommercelabel/>.

### **Article 16: Applicable Law - Differences**

In cases where not everything goes as planned, and both parties are not able to come to an agreement, the customer has the right to appeal to the ODR-platform (Online Dispute Resolution) of the European Commission. They will present themselves as a third party to come to a solution that satisfies both parties.

You can find more information at <http://ec.europa.eu/odr>

Furthermore the Belgian Right is applied, with the exception of regulations concerning International private right regarding applicable law.

To conclude, Gamegear endorses the regulations of the UNIZO e-commerce label. A copy of these regulations and access to the complaint procedure by

UNIZO are available at [https://www.unizo.be/sites/default/files/reglement\\_-\\_13\\_januari\\_2017.pdf](https://www.unizo.be/sites/default/files/reglement_-_13_januari_2017.pdf) where you are also able to file complaints or differences in a extrajudicial way through the complaints procedure of UNIZO