

## **TERMS AND CONDITIONS ACT 2 PREVENT**

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### **Contact us**

ACT2PREVENT

Address: Lagerheide 5 2860 Sint-Katelijne-Waver Belgium

[www.Act2Prevent.com](http://www.Act2Prevent.com)

### **Article 1. Applicability**

**1.1** All offers, orders and agreements of Act2Prevent are subject to the following Terms and Conditions with the exclusion of any other general conditions.

**1.2** The acceptance of an offer or placing an order means that you accept the applicability of these Terms and Conditions.

**1.3** All rights and claims, as in these Terms and Conditions and any further agreements of Act2Prevent, are also stipulated for all Act2Prevent intermediaries and other third parties.

### **Article 2. Prices and Payments**

**2.1** The prices for the products offered are in euro's excluding 21% VAT and excluding shipping, taxes or other charges (such as customs) unless otherwise stated or agreed in writing. You will receive an invoice (including VAT entry) in the delivery of your order.

**2.2** Payment is always made in advance. Or by bank or by PAYPAL. For bank, the date of payment is the date of crediting the account of Act2Prevent. In the case of pick up (Sint-Katelijne-Waver) we ask you to pay in cash.

### **Article 3. Delivery**

**3.1** All products on the website of Act2Prevent are in stock and will be shipped (on average) within 1-2 working days after payment. Exceeding this term does not entitle you to receive compensation or does not give you the right to cancel your order or the agreement, unless the delay in delivery is such that you can not reasonably be expected to keep the agreement intact. You are then entitled to cancel the order or terminate the agreement where necessary.

### **Article 4. Property reservation / Protection of the buyer**

**4.1** Ownership of products is only transferred when all you owe to Act2Prevent under any agreement has been paid. The risk with respect to the products is already transferred to you at the time of shipment.

**4.2 Loss and/or theft during shipment is not our responsibility!**

### **Article 5. Intellectual and industrial property rights**

**5.1** All intellectual and industrial property rights attached to the products delivered by Act2Prevent must be respected fully and unconditionally.

## **Article 6. Complaints and liability**

**6.1** You have the obligation to check if the products meet the agreement after delivery. If this is not the case, you must inform Act2Prevent in writing and with sufficient detail as soon as possible and in any event within seven (7) days after delivery.

**6.2** If it is demonstrated that the products do not meet the agreement, Act2Prevent has the choice to replace the products with new products after appropriate return or to refund the invoice value.

**6.3.** The cancellation of an order is not possible.

**6.4.** In case of technical problems, such as press errors, you have the legal right to return. If this is observed also by us, you are entitled to receive reimbursement of the return and we take charge of another product. If the product is proven to work, we are forced to pass the new shipping costs to you. A not working DVD due to 'older' equipment is not a valid reason for return. Our advice is always to try the product on a second, more recent DVD player or to apply first a lens cleaner to the DVD player.

What is old and what's new? A CD/DVD player older than 5 years falls under the category 'old' (i.e. the technical lifetime is +/- 5 years) and can in some cases lag behind significantly to current CD / DVD technology! Scratches and smudges on DVDs are not eligible for return as each product is ALWAYS checked before shipment.

## **Article 7. Force Majeure**

**7.1** Without prejudice to its other rights, Act2Prevent has the right in cases of force majeure, at its option, to suspend the execution of your order or to terminate the agreement without judicial intervention, by notifying you in writing and without holding Act2Prevent liable for any damages, unless it would be unacceptable to standards of reasonableness and fairness given the circumstances.

**7.2** Force majeure is defined as any failure which can not be allocated to Act2Prevent because it is not due to her fault.

## **Article 8. Miscellaneous**

**8.1** If you provided a specific address, Act2Prevent is entitled to send all orders to that address, unless you provide to Act2Prevent in writing another address to which your orders are to be sent. We are not responsible for incorrectly entered addresses. Should your item be returned due to wrong address, we will unfortunately have to charge postage costs again. We only ship by mail with prepayment. If in doubt, we will always contact you before sending.

**8.2** Deviations of these Terms and Conditions, implicitly or not, are allowed by Act2Prevent during any period of time; however this will not prejudice their right to demand immediate and strict compliance with these Terms and Conditions. You shall never be entitled to enforce on the grounds that Act2Prevent applies these Terms and Conditions flexible.

**8.3** If one or more provisions of these Terms or any other agreement with Act2Prevent is in conflict with any applicable provision, the provision will lapse and will be replaced by a new admissible similar provision determined by Act2Prevent.

**8.4** Act2Prevent is competent to use third parties while executing your order(s).

## **Article 9. Privacy**

Act2Prevent respects the privacy of all users and it ensures that the personal information you provide is treated confidentially. We use your personal data for the following purposes:

1. For sending newsletters, only if you approve your explicit consent.
2. To inform you about your order and/or shipping.

## **Article 10. Shipping cost**

Act2Prevent expressly reserves the right to change shipping rates and provide you an adapted invoice. Delivery costs include, in addition to postage, the shipping material and the shipping of your delivery.