



# *inMare*

## GENERAL CONDITIONS OF PRODUCT SALE

### **PARTIES:**

In these General Conditions of Product Sale, "INMARE" means INMAR S.A., Fond du Hainaut, 6, 5340 Faulx Les Tombes, Belgium with VAT No. 445.664.421 and "you" means the person, Company or Trading Entity to whom INMARE branded products, ("Products"), are to be supplied and these General Conditions of Product Sale shall be interpreted accordingly.

### **TERMS OF USE:**

Your access to and use of [www.inmare.be](http://www.inmare.be) ("the Website") is governed by the Web Terms and Conditions located at <http://www.inmare.be/terms-and-conditions/>; the Privacy Policy located at <http://www.inmare.be/privacy-policy/> and these General Conditions of Product Sale (together the "Terms"). You agree to access, use and place all orders via the Website in accordance with the Terms.

### **CHANGES TO GENERAL CONDITIONS OF PRODUCT SALE:**

INMARE reserves the right to amend (temporarily or otherwise) the General Conditions of Product Sale without giving you prior notice. It is your responsibility to read the General Conditions of Product Sale on each occasion you place an order via the Website. Your continued use of and placement of orders via this Website shall signify your acceptance to be bound by the latest General Conditions of Product Sale.

### **ORDERING ERRORS:**

You are able to correct errors to your order at any point until you click on the submit button on the final page of the ordering process. Once you have completed the ordering process by clicking on the submit button, you will be unable to rectify any errors that you may have made during the ordering process.

### **DELIVERY:**

1. Delivery is charged per order for all mainland Belgium addresses at a rate determined in accordance with your choice of delivery method. Delivery charges vary for overseas orders and are confirmed prior to you clicking submit on the final page of the ordering process. Products are subject to availability and INMARE shall use its reasonable endeavours to supply the Products ordered by you in a timely manner. In the event that INMARE is unable to supply any requested Product, INMARE shall inform you of this as soon as reasonably practicable and offer an alternative Product of equal type, quality and value to the Product you ordered. Alternatively you can request INMARE refund the cost of such Product.
2. In the event that a particular Product is out of stock we will notify you within 7 days to confirm which Product is out of stock. You will then be given the option to receive a refund for the out of stock Product and the remainder of your order will be despatched, or exchange the out of stock Product for a Product that is in stock. If the out of stock Product is exchanged for another Product of greater value, the difference will need to be paid by you before despatch. If the out of stock Product is exchanged for another Product of less value, the difference will be refunded to the card used for payment of the same order. We will not despatch your order, including any Products that are in stock, until you have confirmed if you would like a refund of the out of stock Product, or exchange it for a different Product that is in stock. Any delay in delivery of the Products not occasioned by a Force Majeure event (as defined below) shall not entitle you to terminate or rescind an order for Products unless such delay exceeds 30 days.
3. INMARE shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss, costs and



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damages, charges or expenses) caused directly or indirectly by any delay in the delivery of any Products ordered by you, even if caused by INMARE's negligence.

4. For delivery outside of the European Union, the order may be subject to import duties and taxes which are levied once your order reaches the destination country. Any additional charges for customs clearance is payable by the recipient. Customs policies vary widely from country to country, so you should contact your local Customs authority for more information.

5. In the event that your order cannot be delivered due to your failure to pay any customs or other charges or there being no body present to accept delivery on two attempted delivery occasions, INMARE shall not deliver your order and shall refund you the price of the products ordered less any cost incurred by INMARE in attempting to deliver.

### **ACKNOWLEDGMENT OF YOUR ORDER:**

Upon receiving your order, we will send you an email confirming receipt. Our confirmation of your order shall constitute a binding contract between you and INMARE.

### **RIGHT OF CANCELLATION:**

You have the right to cancel your order within 7 working days of receipt of the Products. Although we are a customer-orientated company, please understand that we are unable to use Products returned other than in perfect condition and therefore any opened Products or Products where the tamper sticker is broken or damaged cannot be returned for a refund. The cost of returning any Products shall be at your expense unless the Products are damaged or faulty. If a refund is issued by INMARE on the return of Products, the refund will be made using the same payment method used to purchase the Products.

### **PAYMENT:**

All prices quoted on the Website are inclusive of VAT but exclude delivery charges unless expressly stated to the contrary. Payment can be made by any method stated in the Payment section of the Website. Payment is taken from your credit/debit card upon INMARE receiving your order. All holders of credit/debit cards are subject to authorisation by the card issuer and BCC Bank Card Company An Atos Worldwide Brand. The total cost of your order is the price of the Products, delivery and any additional services as set out on the Delivery Options section of the Website during checkout. Title to any Products you order on this website shall pass to you on delivery provided that we have received full payment for those Products.

### **FAULTY/DAMAGED PRODUCTS:**

1. Any claim for damaged Products purchased by you must be notified to INMARE in writing within seven working days of you receiving those Products. Upon receipt of your written notification of damaged Products, INMARE will contact you to ascertain the extent of the damage. Products may only be returned to INMARE outside of the seven working day cancellation period set out above with INMARE's prior authorisation.

2. Upon authorising a return, INMARE will issue a Returns Goods Authorisation Number which should be used as a reference and displayed clearly on the outer shipping carton of the returned goods. You shall be responsible for the safe packaging of the returned Products. Such Products must be returned within 14 days of their receipt to the address from which they were initially despatched, or such other Belgium address as INMARE may notify to you. Any returned Products shall



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remain at your risk until INMARE has received and inspected them. Upon acceptance of any returned Products, INMARE shall within 28 days refund your credit/debit card in an amount equal to the price of the faulty/damaged Products and the cost of returning the faulty/damaged Products by second class post.

3. No refunds will be given for unauthorised returns and INMARE reserves the right to re-consign any unauthorised returns to you and charge you an additional handling and postage charge equivalent to the original cost of delivery. INMARE will not give any refund for any Products that are received more than 28 days after their original despatch.

## **LIABILITY:**

1. Nothing in these General Conditions of Product Sale shall operate to exclude or limit the liability of INMARE for death or personal injury caused by the negligence or fraudulent misrepresentation of INMARE or any of its employees or agents.

2. Subject to 1 above, INMARE shall have no liability in respect of any loss or damage arising directly or indirectly as a result of you failing to use any Products in accordance with any instructions or warnings provided by INMARE or failing to draw such instructions or warnings to the attention of your customers, where appropriate.

3. Subject to 1 above, INMARE will not be liable, whether in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with these General Conditions of Product Sale for any:

- Economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or
- Loss of goodwill or reputation; or
- Special or indirect losses suffered or
- Losses arising out of or in connection with the provisions of any matter under these General Conditions of Product Sale.

4. Notwithstanding the above, INMARE's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to the total price paid by you for the Products in relation to which the liability arose.

5. This clause does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

## **INDEMNITY:**

1. Subject to you complying with the provisions of this clause, INMARE agrees to indemnify you and keep you indemnified from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of any claim by a third party against you as a direct result of or in connection with any alleged defect in any product supplied to you by INMARE. When any third party makes a claim against, or notifies you of an intention to make a claim against you, which may reasonably be considered as likely to give rise to a liability under the indemnity contained in this clause, you shall: (1) within 7 days of your becoming aware of such a claim or intention give written notice of that matter to INMARE, specifying in reasonable detail the nature of the said claim; (2) not make any admission of liability, agreement or compromise in relation to the said claim without the prior written consent of INMARE; (3) give INMARE and/or its professional advisers reasonable access to all relevant records within your power or control so as to enable INMARE and/or its professional advisers to examine such claim or potential

claim including, without limitation, the right to take copies at INMARE's and/or its professional advisers own expense for the purpose of assessing the merits of the said claim; and (4) take all such actions as INMARE and/or its professional advisers may reasonably request to avoid, dispute, resist, compromise or defend the said claim.

2. You agree to fully indemnify, defend and hold INMARE, its directors, employees or agents harmless from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of any claim by a third party against INMARE as a direct result of or in connection with any breach of the Terms by you or any other liabilities arising out of your use of this Website, or the use of this Website by any third party using your customer registration details.

### **FORCE MAJEURE:**

INMARE reserves the right to defer the date of delivery, cancel a delivery or reduce the volume of Products ordered by you (without liability to you) if it is prevented from or delayed in carrying out its business due to circumstances beyond its reasonable control ("Force Majeure"). If any event or circumstance of Force Majeure continues for an uninterrupted period of 3 months or more then either party may terminate any outstanding orders for the Products forthwith on notice to the other.

### **OWNERSHIP OF PRODUCTS:**

Products are not supplied on a sale or return basis. The risk of loss or damage to the goods shall pass to you upon delivery.

### **CUSTOMER DETAILS:**

All personal data shall be processed by INMARE in accordance with the Privacy Policy located at <http://www.inmare.be/privacy-policy>. In any event, all credit/debit cardholders are subject to validation checks and authorisation by the card issuer and BCC Bank Card Company an Atos Worldwide Brand. We will not be liable for any delays to your order this may cause. Such information may be retained by BCC Bank Card Company an Atos Worldwide Brand for future validation enquiries by other organisations.

### **ASSIGNMENT:**

You may not assign, sub-contract or otherwise transfer any of the rights or obligations you have under these General Conditions of Product Sale unless INMARE agrees to such transfer in writing. I reserves the right to assign, sub-contract, novate or otherwise transfer these General Conditions of Product Sale or any related contract to any third party.

### **LAW:**

These Terms shall be governed by and construed in accordance with Belgium law and any dispute or matter arising out of or in connection with these Terms shall be referred to the exclusive jurisdiction of the Courts of Brussels.